



NORFOLK AIRPORT AUTHORITY

REQUEST FOR PROPOSALS

TITLE: Tree Removal Service

#RFP-FY25-901-14

February 3, 2025

I. REQUEST FOR PROPOSALS (RFP)

A. Introduction

The Norfolk Airport Authority (“Authority” or “NAA”) seeks proposals from interested, qualified and experienced firms (“Respondents”) to provide tree removal services for the Authority as required for Norfolk International Airport (“Airport”). Qualified firms must demonstrate considerable experience directly related to the services to be provided.

B. Scope of Services Preface

The purpose of this Request for Proposal (RFP) is to invite prospective vendors to submit a proposal to supply tree services to Norfolk Airport Authority. The Authority is seeking to remove and dispose of designated trees, and other services as necessary as determined by the Authority.

The Vendor must demonstrate that it is fully capable and qualified to perform the following services as specified in this particular RFP:

All work necessary for the removal and disposal of Trees (alive or dead) within the Norfolk Airport Authority terminal grounds. The work will include providing all necessary traffic control, labor, materials, and equipment required to complete this task. The contractor will be required to remove the designated trees and dispose of all debris including but not limited to trees, limbs, and brush, and grind the stumps. All stumps must be sawn off just above ground level, unless instructed for them to be to the ground. The contractor, without additional cost to the Authority, will be required to fill holes in the ground caused by the removal of trees and stumps. Trees are to be taken down within ten (10) working days of notification. NO TREES MAY BE REMOVED FROM PRIVATE [property]? UNLESS SPECIFICALLY DIRECTED TO DO SO BY THE AUTHORITY.

1. Contractor’s Responsibility

- a) It will be the contractor’s responsibility to have all utilities located prior to beginning any work and coordinate with utility companies to move them as necessary. The contractor must take special care during the course of this operation to avoid damage to the existing roadway surface, sidewalks and curbs. The contractor must avoid placing heavy equipment on sidewalks and curbs that will cause damage to these structures. Any damage caused by the contractor’s operations must be repaired at his expense. The contractor must also take special care to avoid damage to existing roadway shoulders, side ditches, outfalls, other watercourses and drainage structures. Any damage caused by the contractor’s operation must be repaired at his expense. Damage in this case will include the fillings of previously open ditches, watercourses or drainage structures with soil or debris. Contractor must carry out all work according to the following specifications.

2. General Conditions

- a) Contractor will remove all debris and trash generated in performing the work under this contract from each site on a daily basis. Disposal of these materials, chipped or not, is the Contractor's responsibility and must be done in a manner consistent with all applicable local, state and federal laws.
- b) Following trimming or removal, all streets, driveways, sidewalks and paths must be swept clean.
- c) Existing facilities, including grounds, structures, utilities, park amenities, trees, landscaping and so forth must be protected by the Contractor. Any damage to existing facilities must be reported to the Authority on the day such damage occurs. Contractor must promptly repair damage with like materials when ordered to do so by the Authority at Contractor's expense. All repairs of damage to existing facilities must be made to the satisfaction of the Authority. Failure to repair damage will be just cause for withholding payment for work, which becomes due.
- d) Any damage of public or private property caused by the Contractor's operations must be resolved with the Authority and/or private property owner within ten (10) days after damage occurs to the satisfaction of the Authority. The Contractor must inform the Authority of any damage caused by the Contractor's operation on the day such damage occurs. Should the damage not be rectified within the time frame agreed upon or to the satisfaction of the Authority, the Authority reserves the right to repair or replace that which was damaged or assess the Contractor such cost as may be reasonable and related to damage caused by the contractor.

3. Safety Requirements

- a) The contractor must block off work areas from vehicular and pedestrian traffic while conducting work and remove temporary signs and barriers as soon as work is completed.
- b) Prior to cutting, the contractor must identify all overhead wires and guy wires to avoid damage to utilities.
- c) Under no circumstances may a work area be left in unsafe conditions. Before leaving a site unattended for any period of time the following must be addressed:
- d) The main access road(s) entering and/or exiting a tree removal area must be cleared to allow for access by emergency vehicles.
- e) All hangers, spring poles, and/or leaners, or any other falling hazard, must be completely felled before the end of each workday.
- f) All trees which have been cut, even partials or minor cuts, must be felled.
- g) Under no circumstances may logs from trees be left for the public and adjacent homeowners to collect.

4. Tree Trimming Specifications

Where a tree is marked for trimming, Contractor must:

- a) Cut all dead, diseased or broken limbs greater than 1-1/2 inches in diameter from the marked tree.
- b) Pruning cuts must be clean and smooth; leaving the bark at the edge of the cut firmly attached to the wood. A three-cut process, sometimes known as “jump-cutting”, must be used to remove larger limbs in order to avoid stripping or tearing of the bark, and to minimize unnecessary wounding.
- c) All cuts should be made sufficiently close to the parent limb or trunk without cutting into the branch collar or leaving a protruding stub, so that closure can readily start under normal conditions.
- d) Remove all trimmed branches and limbs from the site.
- e) Climbing harness or aerial lift bucket may be used for tree trimming work.

5. Tree Removal Specifications

Where a tree is marked for removal Contractor must:

- a) Remove the tree without damaging any surrounding trees, utilities or structures.
- b) Remove all trunks, treetops, branches and limbs from the site.

6. Stump Grinding Specifications

Where a tree is marked for stump grinding, in addition to removing the tree, Contractor must:

- a) Grind the remaining stump to a minimum depth of eight (8) inches from surrounding grade or deeper, if necessary, to completely sever the roots from the main root mass.
- b) All surface roots and / or raised areas from the root flare must be ground out or leveled and filled to match the surrounding grade.
- c) Holes where stumps have been ground out and any other areas disturbed by Contractor’s activities or equipment must be backfilled and smoothed to the level of the adjoining grade with pulverized black dirt (topsoil).
- d) The Contractor must supply its own topsoil for backfilling which must be of sufficient quality to support grass cover and contain no debris (glass, sawdust, large rock etc.)
- e) Backfilling of holes must occur on the same day grindings are removed; otherwise, the site must be properly barricaded overnight to ensure public safety.
- f) The topsoil must be properly leveled and compacted to ensure minimum settlement of the backfill material.

7. Additional Quoted and Emergency Tree Services

- a) During the term of this Agreement, the Authority may request Contractor to quote and carry out additional tree work and/or provide emergency tree services according to

the specifications provided above. Emergency service would require immediate resources.

- b) All additional quoted and emergency work carried out by the Contractor for the Authority must be provided under the terms and conditions in this Agreement.
- c) Additional quoted and emergency tree services must be billed by the Contractor according to the hourly rates provided. *Please see Exhibit A. Pricing Worksheet.*

8. Notification/Start of Work

- a) Once work begins, the project will be worked continuously until completion to the best of the contractor's ability. The contractor must notify the Authority of any cancellations or delays in the project schedule.
- b) Project activity may only occur during Norfolk Airport Authority business hours (Monday – Friday 7:00am to 7:00pm).

9. Project Equipment/Bridge Capacity

- a) During initial project review, entry/egress routes will be established.
- b) NO vehicles are permitted to drive on/over any part of the runway without immediate approval.

10. Safety/Signage

- a) Signage (typical industry signage such as: Caution, Work Ahead) must be posted during working hours to alert users of the Project.
- b) When driving vehicles or equipment on any area of the airport, the contractor must drive cautiously and at speeds no more than 10 mph with 4-way flashers activated.
- c) When driving vehicles or equipment on entrance roads 0.5 miles out from the airport (Norview Avenue, Azalea Garden Road, Robin Hood Road, and Airport Road), the contractor must drive cautiously and at speeds no more than what is placard by the state with 4-way flashers activated.
- d) Contractor must take all precautions to ensure safety of airport terminal/grounds workers including but not limited to, cones, caution tape, advance warning measures, etc.

11. Completion of Work

- a) Contractor will be responsible for cleaning the area and ensuring it is restored back to original condition (prior to project commencement).
- b) All dirt, debris, and other project materials must be cleaned up and removed from the Property.
- c) Contractor must notify the Authority when work is complete.
- d) Any damage to Authority-owned improvements, resulting from the project, will be the contractor's sole responsibility to repair, at its expense.

12. List of Equipment

- a) With your submission, include a list of all available equipment.

II. GENERAL PROPOSAL REQUIREMENTS

- A. RFP Response: In order to be considered for selection, Respondents must submit a complete proposal in response to this RFP for receipt not later than 2:00 p.m. (Local Time) on, Monday, March 3, 2025.
 1. LATE PROPOSALS WILL NOT BE CONSIDERED. The delivery of the proposal to the Authority prior to the Due Date is solely and strictly the responsibility of the Respondent.
 2. All costs associated with preparing and delivering a proposal will be borne by the Respondent. The Authority will not compensate Respondents for any expenses incurred as a result of this RFP process.
- B. One (1) electronic copy (PDF) of the Proposal must be submitted to the Authority via email to: procurement@norfolkairport.com
Hardcopy proposals will not be accepted. Email correspondence transmitting the RFP response must be time stamped by the deadline stated above.
- C. Proposal Format
 1. The Proposal must include the completed Proposal Form attached hereto as Exhibit B along with additional required information and must be contained in a single PDF.
 2. Proposals must be signed by an authorized representative of the Respondent. All information requested in this RFP should be submitted. Failure to submit all the information requested may result in rejection of the Proposal.
 3. Responses MUST provide full Company name and address of Respondent and must be manually or electronically signed. Failure to do so will disqualify the Respondent's proposal. The person signing the proposal must show title or authority to bind his/her firm in a contract. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent, whether corporation, partnership, or individual, must also be stated in the Proposal. A corporation must execute the Proposal by its duly authorized officers in accordance with its corporate by-laws and must also list the state in which it is incorporated. A partnership must give full names and addresses of all partners. All partners must execute the Proposal. Partnership and Individual Respondents must state in the Proposal the names and addresses of all persons with a vested interest therein.

4. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity and brevity of content. Respondents are not expected to expend resources developing story boards, creative copy, and similar materials. The total number of pages is limited to 25, not including the Proposal form, cover sheet, section covers or resumes.
5. Ownership of all data, materials, and documentation originated and prepared for the Authority pursuant to the RFP will belong exclusively to the Authority and will be subject to public inspection and disclosure in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a Respondent may not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Respondent must invoke the protections of § 2.2-4342.F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information in the original signed proposal and paper copies. Additionally, the Respondent must submit a redacted copy of the proposal if invoking said protect. The classification of an entire proposal document or prequalification application, line item, prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal. If, after being given reasonable time, the Respondent refuses to withdraw an entire classification designation, the proposal will be rejected.
6. Proposals should be organized in the order in which the requirements are presented in this RFP. All pages of the Proposal should be numbered. Information which the Respondent desires to present that does not fall within any of the requirements of the RFP should be attached at the end of the Proposal and designated as additional material.
7. Proposals cannot be altered or amended after the submittal deadline. No proposal submitted in response to this solicitation may be withdrawn after submittal deadline without acceptable reason in writing and only after approval by the Authority.

III. SPECIFIC PROPOSAL REQUIREMENTS

1. A Statement of Qualification. The Statement of Qualification section must include a comprehensive identification of the Respondent's qualifications and capacity to perform all requirements under the Scope of Services. The Respondent must support its ability to be responsible for all facets of the REQUEST FOR PROPOSAL, including professional background and experience of key personnel in the Scope of Services.
2. References. List three (3) clients who would provide references for Respondent where comparable services have been provided. Provide phone numbers, email, and mailing addresses for each of such references. Additional references from other clients, commercial

service airports in particular, where comparable services have been provided may be included.

3. Conflicts. Disclose any potential conflicts that may arise due to Respondent's representation of other entities.
4. The name and contact information of the individual who would be the Authority's primary contact for coordination of services if the Respondent is selected.
5. Resumes of key individuals who will perform work covered under this RFP.
6. Location of office(s) from which the majority of the work would be performed.
7. The name and contact information of the staff person who is responsible for the Proposal and is to be contacted regarding any questions the Authority may have about the Respondent's proposal in response to this RFP.

IV. SELECTION PROCESS

- A. The Authority intends to award a contract to a single Contractor but reserves the right to accept multiple Proposals, none of the Proposals, negotiate modifications to Proposals with the selected Respondents, or waive/modify any of the requirements for the Proposals at any time prior to the execution of contracts, if deemed in the Authority's best interests. If a Respondent is selected for contract negotiations, they may be required to prepare and submit additional information prior to final contract execution.
- B. The Authority may elect to conduct interviews as part of this RFP. Respondents should be prepared to respond to questions related specifically to their Proposals and other pertinent matters contained within the RFP. Upon completion of the interview process (if interviews are deemed necessary), the Authority will evaluate all information, complete the selection process, and notify the Selected Respondent, as well as the non-selected firms.
- C. The Authority may make such investigations as deemed proper and necessary to determine the ability of the Respondent to perform the services, and the Respondent must furnish to the Authority all such information and data for this purpose as may be requested.
- D. Authority reserves the right to reject any Proposal if, in the Authority's sole discretion, (i) such Proposal is deemed nonresponsive, or (ii) the evidence submitted by, and investigations of the Respondent fail to satisfy the Authority that such Respondent is properly qualified to fulfill the requirements of the RFP and to successfully provide the services contemplated herein.

V. EVALUATION AND AWARD

Evaluation of Proposals: Each proposal will be evaluated for full compliance with the instructions and mandatory terms and conditions outlined in this RFP. The specifications

within this RFP represent the minimum performance requirements necessary for consideration. The purpose of this RFP is to secure tree cutting services with the intention of awarding a contract to a single company. Any award will be made to the Respondent who, in the sole discretion of the Authority, is determined to be fully qualified and best suited to meet the Authority's needs based on the evaluation factors outlined below.

A.

Criteria	Points
Demonstrated expertise and experience	30
Competitive pricing structure	30
Capabilities and Resources – 20 Points	20
Small Women and Minority (SWaM) Participation	10
References and past performance	10

B. **Award of and Term of Contract:** Following the submission of Proposals and any subsequent interviews the Authority may wish to conduct; the Authority will consider all available information and select the Respondent(s) which best meet its needs and objectives. The Authority will select the Respondent(s) determined by the Authority, in its sole discretion, to be best qualified, responsible, and best suited to participate in the pre-qualified pool. Negotiations will be conducted with the selected Respondent(s).

The proposed Contractor team of the Respondent may be required to participate at the Airport in at least one negotiation session. In the event an agreement cannot be reached with a Selected Respondent, the Authority reserves the right to terminate negotiations with no obligation to the first Selected Respondent. Further, the Authority reserves the right to negotiate for modification of any Proposal and may enter into an agreement with any Respondent of its choosing.

The award document will be a written contract in a form provided by the Authority and must incorporate by reference all the requirements, terms, and conditions of the solicitation and the Selected Respondent's Proposal as negotiated. The term will be for three (3) years, with the option for the Authority to extend annually for a maximum of three (3) additional years. The term initiation date will be the date of the Notice of Award as issued by the Authority. The Authority's standard contract for consulting services and standard terms and conditions are attached to the RFP as Exhibits C.

Once an award is made, the Authority will negotiate the contract and terms and conditions with the successful Respondent(s) to finalize a mutually acceptable contract document consistent with the standard contract and terms and conditions attached hereto.

The Authority reserves the right to cancel this RFP or reject any or all Proposals at any time prior to an award and will not be required to explain or otherwise furnish a statement of the reasons why a particular Proposal was not selected.

VI. SCHEDULE

- Request For Proposal Submission: Monday, February 3, 2025
- Pre-site visits will be scheduled upon request between February 3, 2025 and February 12, 2025 on weekdays 10:00 am – 3:00 pm. For a site visit please contact procurement@norfolkairport.com.
- Deadline for question Requests: Wednesday, February 12, 2025 2:00 pm EST. Submit electronically to: procurement@norfolkairport.com
- Responses to Questions Posted by: Wednesday, February 19, 2025.
- Proposals Due by: Monday, March 3, 2025, at 2:00 pm EST. Submit electronically to: procurement@norfolkairport.com

The decision to award is expected to be announced on Wednesday, March 19, 2025

VII. RFP EXHIBITS

- Exhibit A PRICING WORKSHEET
- Exhibit B Proposal Form
- Exhibit C General Terms and Conditions for Services
- Exhibit D Standard Contract Between Authority and Contractor Scope of Services
- ~~Exhibit E Basis and Method of Compensation – Not Applicable~~
- Exhibit F FAA Required Contract Provisions – Non-AIP Contracts
- Exhibit G Proof of Authority To Transact Business In Virginia
- Exhibit H Exceptions Page
- Exhibit I Proprietary Confidential Information Identification
- Exhibit J SBSB Business Subcontracting Plan
- Exhibit K Monthly SWaM Subcontractor Payment Commitment
- Exhibit L Vendor Data Sheet
- Exhibit M W-9 Form
- Exhibit N SIDA Application Package

VIII. GENERAL

- A. This solicitation and any resulting contract are subject to and will incorporate the General Terms and Conditions attached hereto as Exhibit C.

- B. It is the responsibility of each Respondent to clarify any requirements of this RFP that are not understood. All inquiries pertaining to this RFP must be submitted as directed in the Schedule above. Answers will be posted in the form of an addendum on the Airport website as necessary. No inquiries should be made to any other appointed or elected officials associated with the Authority.
- C. If it becomes necessary to revise any part of this RFP, or if additional data or information is necessary to clarify any provision, an addendum will be posted to the Airport website.
- D. Expenses for developing and submitting a Proposal are entirely the responsibility of the responding firms and may not be chargeable to the Authority.
- E. The Norfolk Airport Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Respondents that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
- F. If you need any reasonable accommodation for any type of disability to participate in this procurement, please contact the Authority as soon as possible.

EXHIBIT A
PRICING WORKSHEET
Tree Removal Service

1. Instructions: Provide detailed list of any and all expected costs or expenses related to the proposed Statement of Work.

Tree Removal

2. Bid for tree removal: Daily Rate \$ _____
 - Includes crew, bucket truck and chipper.
3. Bid for tree trimming with equipment: Hourly Rate \$ _____
4. Bid for tree trimming with _____ crew members Rate per Crew Member \$ _____

Stump Removal

5. Stump removal is per stump unless otherwise defined.
 - Stump removal up to 24 inches: Cost \$ _____
 - Stump removal 25 to 36 inches: Cost \$ _____
 - Stump removal 37 inches and over: Cost \$ _____

Emergency Call:

6. Emergency call is defined as immediate service or after hours of 5PM, call backs, and weekends.
 - Per man hour _____ Crew Members: Minimum Call back cost \$ _____
 - Debris Removal: Man hour cost \$ _____
7. Crew member minimum # _____

Special Equipment:

8. Most equipment used in included in tree or stump removal price.
 - Crane: Cost \$ _____
 - Clam Truck: Cost \$ _____
 - Bolting / rigging: Cost \$ _____
 - Bucket/ Chipper truck: Cost \$ _____
9. Traffic Control
 - Traffic control Cones / Signs / Crew Hourly Rate \$ _____

10. The Vendor must also provide the following as requested for all Authority RFPs:

A. If applicable, provide continual or annual costs such as warranties or service contracts.

B. Description of its invoicing process. Invoices should itemize line items by building location.

C. An opportunity for Norfolk Airport Authority to complete a final inspection before acceptance of the work/ product. The Vendor will arrange for the return of all damaged or miss-shipped items. There will be no restocking fee for the return of items damaged or shipped by the vendor in error. All items returned will be credited to invoice within 14 days of receipt.

EXHIBIT B

**PROPOSAL FORM
Tree Removal Service**

TO: NORFOLK AIRPORT AUTHORITY

A. The undersigned hereby offers to enter into a contract with the Norfolk Airport Authority ("Authority") to provide services in connection with the Authority's REQUEST FOR PROPOSAL dated February 3, 2025 to provide tree removal services, which is incorporated herein by this reference. Respondent's Proposal attached hereto describes in full the specific Services which Respondent wishes to provide the

Authority and Respondent's qualifications and experience.

B. Full legal name of Respondent: _____

C. Name(s) and title(s) of individuals authorized to make representations and agreements on behalf of Respondent with regard to this Proposal:

D. Principal business address of Respondent:

E. Address of office from which majority of work will be performed:

F. This Proposal is irrevocable for a period of ninety (90) days after the Due Date.

G. The Respondent hereby makes each and every representation and agreement required by the REQUEST FOR PROPOSAL.

- H.** Respondent agrees that none of the information provided to the Authority with the Proposal has been given in confidence. All or any part of the information may be used or disclosed by or on behalf of the Authority without liability of any kind.
- I.** Respondent hereby certifies that no officer, director, employee, or agent of Respondent who will be directly involved in the supervision, direction, or provision of Service to the Authority, has ever been convicted of, and does not have pending criminal charges of, the disqualifying criminal offenses listed in 49 CFR §1542.209(d) or any comparable regulations. Respondent further certifies that no individual who has been convicted of, or has pending criminal charges of, the disqualifying criminal offenses listed above, will perform any work pursuant to the Proposal on the property of the Authority unless the Respondent has obtained the express prior approval of the Authority for that individual.
- J.** Respondent certifies that it has full authority to conduct business in the Commonwealth of Virginia and has determined all requirements for permits, licenses, and certificates required by any regulatory agency (federal, state, and local) for Respondent to provide the Service, and that Respondent has obtained or will be able to obtain any required permits, licenses, and certificates prior to execution of the Contract.
- K.** The entire Proposal, any documents required by it and all exhibits and other papers made a part thereof by its terms are incorporated herein and made a part of this Proposal.
- L.** Detail any organizational and ownership changes the Respondent has undergone in the past three (3) years, including acquisitions, mergers and significant increases or reductions in the number of professional personnel.
- M.** Is Respondent involved in any current or pending litigation?
- Yes
 - No

If yes, provide details.

- N.** Attest if the Respondent employs any individual related to an employee of the Authority, including Authority Board members.
- No, the Respondent does not employ anyone related to an employee of the Authority, including Authority Board members.
 - Yes, the Respondent does employ a relative of an employee of the Authority, including Authority Board members.

If yes, identify each individual and explain the relationship.

- O.** Any notices to be provided by Authority to Respondent pursuant to this Proposal or the REQUEST FOR PROPOSAL will be given to the following individual:

Name: _____

Title: _____

Mailing address: _____

Telephone number: _____

E-mail address: _____

AUTHORIZED SIGNATURE OF RESPONDENT:

Printed Name: _____

Signed By: _____

Printed Name: _____

Title: _____

EXHIBIT C

NORFOLK AIRPORT AUTHORITY GENERAL TERMS AND CONDITIONS APPLICABLE TO PROCUREMENT OF EQUIPMENT, PRODUCTS AND/OR SERVICES

1. **Qualifications of Contractors:** The Authority may make such reasonable investigations as deemed proper and necessary to determine the ability of the Contractor to provide the equipment, products or services, and the Contractor agrees to furnish to the Authority all such information and data for this purpose as may be requested. The Authority reserves the right to reject any Proposal if the evidence submitted by, or investigations of, such Contractor fail to satisfy the Authority that such Contractor is properly qualified to carry out the obligations of the contract and to provide the equipment, products or services contemplated herein.

2. **Cooperative Procurement:** As authorized by Virginia law, § 2.2-4304, Va. Code, the Authority may participate in a cooperative procurement agreement in conjunction with one or more other public bodies, or public agencies or institutions or localities of the several states, or of the United States, for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods, services, or construction.

3. **Liability of Authority:** No Contractor will have any cause of action against the Authority arising out of a failure by the Authority to consider a proposal, or the methods by which the Authority evaluated proposals received. The selection of the prospective Contractor will be at the sole discretion of the Authority.

4. **Costs:** The Authority assumes no obligation for any costs associated with preparation or submission of a Proposal.

5. **Unauthorized Contact:** Communication with any Authority Commissioner in connection with any procurement is prohibited and will be cause for disqualification of the Contractor.

6. **Applicable Laws and Courts:** This solicitation and any resulting contract will be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto will be brought in the state or federal courts located in the City of Norfolk. The Selected Contractor will comply with all applicable federal, state, and local laws, rules, and regulations.

7. **Ethics in Public Contracting:** By submitting a Proposal, Contractor certifies that its Proposal is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other Contractor, Contractor, manufacturer or subcontractor in connection with their Proposal, and that Contractor has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

8. **Conflict of Interest:** The Contractor represents to the Authority that entering into any contract with the Authority will not constitute a violation of the Virginia Conflict of Interest Act.

9. **Subcontracts:** No portion of the work will be subcontracted without prior written consent of the Authority. If the Contractor desires to subcontract some part of the work specified herein, the Contractor will furnish the Authority the names, qualifications and experience of the proposed subcontractors. The Selected Contractor will remain fully liable and responsible for the work to be done by its subcontractor(s) and will ensure compliance with all requirements of the Contract.

10. **Taxpayer Identification Number:** The Selected Contractor will furnish to the Authority at the time of Contract award and as a condition precedent to receiving payment from the Authority its federal Employer Identification Number (EIN) if a corporation or a partnership, or its Social Security Number (SSN) if a sole proprietor.

11. **Insurance Required of the Contractor:** Prior to the start of any work under the Contract, the Contractor agrees to provide the Authority Certificates of Insurance with coverages outlined in the Contract or as modified by the Authority, and will maintain such insurance throughout the term of this Contract.

12. **Payments to the Contractor:**

The following procedures are established in conformance with the Virginia Public Procurement Act (VPPA), §§ 2.2-4300 through 2.2-4377, Va. Code, as amended, and, to the extent applicable, § 2.2-4347 *et seq.*, which is referred to as the Prompt Payment Act.

(a) The Contractor will submit its invoice with the documentation required by the Authority. The invoice will itemize or show a breakdown of the total Contract amount, the value of the various phases or parts, the previously invoiced and approved amounts for payment, and the amount of the current invoice.

(b) Unless there is a dispute about the compensation due the Contractor then within thirty (30) days after receipt by the Authority of the Contractor's invoice, which will be considered the invoice receipt date, the Authority will pay to the Contractor the amount approved. The date on which payment is due will be referred to as the Payment Date.

13. **Payments by the Contractor to Subcontractors:**

(a) The Contractor is required to pay interest to any of its sub-Contractors or subcontractors on all amounts owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor from the Authority for work performed by the subcontractor under that contract, except for amounts withheld as allowed. Unless otherwise provided under the terms of the contract, interest will accrue at the rate of one percent per month.

(b) The Contractor will include in each of its subcontracts a provision requiring each Contractor or other subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier Contractor or subcontractor.

(c) Any obligation of the Contractor to pay an interest charge to a Contractor or subcontractor pursuant to the payment clause in this section will not be construed to be an obligation of the Authority. A contract modification will not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim will not include any amount for reimbursement for the interest charge.

14. **Audit:** The Contractor, by signing any Contract with the Authority, will agree to retain all books, records, and other documents relative to the contract for five (5) years after final payment, or until audited by the Authority, whichever is sooner. The Authority and its authorized agents will have full access to and the right to examine any of the materials during said period.

15. **Default:** In case of the Contractor's failure to deliver the reports, documents, or services in accordance with the Contract terms and conditions, the Authority, after due written notice, may procure same from other sources, and the Contractor will be responsible for any resulting additional procurement and administrative costs. This remedy will be in addition to any other remedies which the Authority may have.

16. **Termination of Contract:**

(a) **General:** The Authority may terminate the Contract for convenience, with or without cause, after giving thirty (30) days written notice to the Contractor. The written notice need not include a statement of reasons for the termination.

(b) **Termination for Cause:** If the Contract is terminated by the Authority for cause, the Contractor will be responsible for all damages incurred by the Authority as a result of the Contractor's breach of contract or failure to perform, including but not limited to, all costs and expenses incurred in securing a replacement Contractor to fulfill the obligations of the Contract. Any termination by the Authority for default, if determined by a court of competent jurisdiction not to have been justified as a termination for default will be deemed a termination for the convenience of the Authority.

(c) **Termination for Convenience:** The Authority may terminate the Contract in whole or in part for convenience by delivering to the Contractor a written notice of termination as set forth above, specifying the extent to which performance under the Contract is terminated and the effective date of the termination. Upon receipt of such notice, the Contractor must stop work, including but not limited to work performed by subcontractors and Contractors, at such time and to the extent specified in the notice. If the Contract is terminated for convenience, the Contractor will be entitled to those fees earned for work performed in accordance with the Contract prior to the notice of termination. Thereafter, the Contractor will be entitled to any fees earned for work not terminated, but will not be entitled to lost profits for the portions of the Contract which were terminated.

17. **Assignment of Contract:** The Contractor will not assign the Contract between the Authority and the Contractor, in whole or in part, without the written consent of the Authority.

18. **Indemnification and Hold Harmless.** To the fullest extent permitted by law, Contractor will defend, indemnify and hold the Authority and its Commissioners, officers, employees (collectively "Indemnitees") harmless from and against any and all claims, actions, damages, expenses (including reasonable attorneys' fees), losses or liabilities incurred by or asserted against the Authority or any of its Indemnitees arising from the performance of Contractor's obligations under the Contract and any and all fees, costs or penalties incurred by the Authority or any of its Indemnitees, to the extent that such

claims, actions, damages, expenses, losses, liabilities, fees, costs or penalties are caused by or arise out of Contractor's performance; provided that Contractor shall not be required to indemnify the Authority or any of its Indemnitees for any loss or claim to the extent such loss or claim is due to the negligence or willful misconduct of the Authority or any of its Indemnitees.

19. **Force Majeure.** Neither party will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

20. **Waiver.** Failure by either party to act or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the Parties.

21. **Relationship of the Parties.** The relationship of the Parties is one of independent contractors, each free to exercise judgment and discretion regarding the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

22. **Anti-Discrimination.**

(a) By submitting its Proposal, Contractor certifies to the Authority that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Code of Virginia § 2.2-4311.

(b) During the performance of the Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(2) The Contractor, in all solicitations or advertisements for employees will state that Contractor is an equal opportunity employer.

(3) Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for the purpose of meeting the requirements of this section.

(c) The Contractor will include the provisions of the foregoing paragraphs (1), (2) and (3) in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.

(d) Norfolk Airport Authority does not discriminate in the solicitation or awarding of contracts based on race, religion, faith-based organizations, color, national origin, age, disability, or any other basis prohibited by state or federal law.

23. **Laws and Regulations.** In performing services under the Contract, the Contractor will comply with applicable federal, state, and local laws and regulations. The Contractor will give all notices and comply with all laws, ordinances, regulations, and lawful orders of any public authority bearing on the performance of the Contract. Contractor must maintain a valid and current status on all required federal, state, and local licenses, bonds, and permits required for the operation of its business.

24. **Compliance with State Law; Foreign and Domestic Businesses Authorized to Transact Business in Virginia.**

(a) If organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership, Contractor will be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law.

(b) If organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia, Contractor must provide Authority the identification number issued to it by the State Corporation Commission. If not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law, Contractor will provide Authority a statement describing why Contractor is not required to be so authorized.

(c) Any business entity described in subsection (a) will not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract.

25. **Airport Security Requirements.** Contractor acknowledges that the Authority is subject to strict federal security regulations limiting access to secure areas of the Airport and prohibiting violations of the adopted Airport Security Program. Contractor may need access to these secure areas to complete the work required by this Agreement.

Contractor therefore agrees, in addition to the other indemnification and assumption of liability provisions set out above, to indemnify and hold harmless the Authority and its commissioners, officers and employees, from any duty to pay any fine or assessment or to satisfy any punitive measure imposed on the Authority by the FAA or any other governmental agency for breaches of security rules and regulations by Contractor, its agents, employees, subcontractors, or invitees.

Contractor further acknowledges that its employees and agents may be required to undergo background checks and take Airport Security and Access Procedures ("S.I.D.A.") training before receiving an Airport Security Identification Badge.

Immediately upon the completion of any work requiring airport security access under this Agreement, or upon the resignation or dismissal or conclusion of any work justifying airport security access to any agent, employee, subcontractor, or invitee of the Contractor, Contractor will notify the Airport's Police Department that the Contractor's access authorization or that of any of Contractor's agents, employees, subcontractors, or invitees has changed. Contractor will confirm that notice, by written confirmation on company letterhead, within twenty-four (24) hours of providing initial notice to the Airport's Police Department. Upon termination of this Agreement, or the resignation or dismissal of any employee or agent, or conclusion of

any work justifying airport security access to any agent, employee, subcontractor, or invitee of the Contractor, Contractor will surrender any Airport Security Identification Badge held by the Contractor or by Contractor's agents, employees, subcontractors, or invitees. If Contractor fails to surrender these items within five (5) days, the Contractor may be assessed a fee of _____ Dollars (\$ _____) per identification badge not returned. This fee will be billed to the Contractor or deducted from

26. **Debarment Status.** By entering into the Contract, Contractor certifies that it is not currently debarred from doing business with or in the Commonwealth of Virginia, nor is it an agent of any person or entity that is currently debarred from doing business in the Commonwealth of Virginia.

EXHIBIT D

STANDARD CONTRACT BETWEEN AUTHORITY and CONTRACTOR GATE OPERATIONS ENHANCEMENT SERVICES

NORFOLK AIRPORT AUTHORITY SERVICE PROVIDER AGREEMENT

THIS SERVICE PROVIDER AGREEMENT ("AGREEMENT") is entered this day of _____, 2024, between the **NORFOLK AIRPORT AUTHORITY**, a political subdivision and independent special district of the Commonwealth of Virginia ("Authority") located at 2200 Norview Avenue, Norfolk, Virginia 23518, and **[Contractor Name]**, a [State of Incorporation] corporation, authorized to do business in the Commonwealth of Virginia and having a business address of [Address of Corporation], FEI No. [FEI Number], ("Contractor") (the Authority and Contractor are referred to throughout this Agreement as the "Parties").

WITNESSETH:

WHEREAS, the Authority is seeking a [description of goods and services] to serve the Norfolk International Airport ("Airport" or "ORF"); and

WHEREAS, Authority has conducted a competitive selection process under the Virginia Public Procurement Act, Ch. 43, Virginia Code, to obtain the services described above [and, if applicable, more specifically described in the RFP, Scope of Services], and has selected Contractor to provide those services; and

WHEREAS, Contractor has submitted a proposal in response to RFP _____ seeking to provide those goods and services and represents that it has expertise in the type of services required.

NOW, THEREFORE, in consideration of the above, the terms and provisions contained herein, and the mutual consideration described below, the Parties agree as follows:

ARTICLE 1 - RECITALS

The recitals as set forth above are true and correct and are incorporated into the terms of this Agreement as if set out herein at length.

ARTICLE 2 - SCOPE OF SERVICES

2.1. Contractor will provide all services necessary to meet the requirements of the Authority for the Project, as described in Exhibit "A", "Scope of Services," attached to this Agreement and incorporated herein, and as assigned by Authority during the term of this Agreement. These services will include serving as Authority's primary Contractor for all tasks described in Exhibit "A" [and the RFP], and providing the customary services associated with implementation and deployment of the Project.

2.2. Contractor has represented to Authority that it has expertise in the type of services that will be required by the Scope of Services. Contractor agrees that all services provided by Contractor under this Agreement are subject to Authority's review and approval and will be performed according to the normal and customary standards of practice for firms with special expertise in the type of services required by this Agreement, and in compliance with all laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over those services. If Contractor becomes aware of any conflicts in these requirements, Contractor will notify Authority of such conflict in writing and utilize its best judgment to resolve the conflict.

ARTICLE 3 - TERM OF AGREEMENT

3.1 The term of this Agreement commences on the date first written above and continues for a term of _____ years from that date (the "Expiration Date"), or the date Contractor completes, and Authority accepts, any work assigned by a Contract Amendment or Task Authorization issued before the Expiration Date, whichever occurs last. If a Contract Amendment or Task Authorization is issued that will require work to continue beyond the Expiration Date, neither Agreement nor Authorization may extend the term of this Agreement for more than six (6) months from the Expiration Date.

3.2. Authority will have the option to extend the initial term of this Agreement for up to _____ additional years in one (1) year increments from the Expiration Date of the initial term or any extended term. Each extension is subject to successful negotiation by the Parties of a scope of work and compensation schedule for the extended term.

3.3. To exercise its option to extend the initial term, or any extended term of this Agreement, Authority must give Contractor written notice of its intent to exercise its option to extend at least ninety (90) days before the then current term expires. Any extended term will be agreed to in writing and executed by the Parties with the same formality as this Agreement.

ARTICLE 4 - CONTRACTOR'S RESPONSIBILITIES

Contractor will:

4.1. If necessary, obtain and maintain throughout the term of this Agreement all

licenses required to do business in the Commonwealth of Virginia and in the City of Norfolk, including, but not limited to, all business and other licenses required by any governmental agency responsible for regulating and licensing the services provided by Contractor under this Agreement.

4.2. Agree that when services provided under this Agreement relate to services which, under Virginia law, require a license, certificate of authorization or other form of legal entitlement to practice such services, Contractor will employ and/or retain only qualified personnel to provide those services.

4.3. Employ and designate a qualified licensed individual to serve as Contractor's project manager ("Project Manager"). Contractor must designate its Project Manager in writing within five (5) calendar days after receiving an executed original of this Agreement. Contractor's Project Manager designation must be executed by the proper officers of Contractor, and will acknowledge that the Project Manager will have full authority to bind and obligate Contractor on all matters arising out of or relating to this Agreement. The Project Manager will be specifically authorized and responsible to act on behalf of Contractor with respect to directing, coordinating and administering all aspects of the services provided under this Agreement. The person selected as Contractor's Project Manager will be subject to the prior approval and acceptance of the Authority. Contractor further agrees not to change its designated Project Manager, or the location or duties assigned to the Project Manager, without prior written consent of the Authority.

4.4. Agree to promptly remove and replace the Project Manager, or any other personnel employed or retained by Contractor, or any subcontractor, or any personnel of any such subcontractor, engaged by Contractor to provide services under this Agreement, within fourteen (14) calendar days of receipt of a written request from the Authority, which may make such requests in its sole discretion, with or without cause.

4.5. Agree to be responsible for the quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, reports, memoranda, other documents and other services, work and materials performed, provided, and/or furnished by Contractor. The Contractor will, without additional compensation, correct or revise any errors, omissions, or other deficiencies in such data, studies and other services, work and materials.

4.6. Agree that neither review, approval, nor acceptance by Authority of any data, studies, reports, memoranda, and incidental services, work or materials furnished hereunder by the Contractor will in any way relieve Contractor of responsibility for the adequacy, completeness and accuracy of its services and the quality of Contractor's work and materials. Neither the Authority's review, approval or acceptance of, nor payment for, any part of the Contractor's services, work and materials will be construed to operate as a waiver of any of the Authority's rights under this Agreement or any cause of action it may have arising out of the performance of this Agreement.

4.7. If requested by Authority, and needed for project implementation, maintain for the duration of this Agreement a local office at ORF staffed by Contractor's Project

Manager.

4.8. Comply with all federal, state and local laws and building requirements. Contractor will devote particular attention to complying with Federal Aviation Administration (FAA) regulations, requirements and Advisory Circulars. The Contractor must also comply with all pertinent grant agreements and grant conditions applicable to each Contract Amendment or Task Authorization. Authority will provide the Contractor with one copy of any specific and unique grant or regulatory requirements on a task-by-task basis prior to or concurrent with issuance of any Contract Amendment or Task Authorization.

4.9. Acknowledge that Authority may be undertaking improvements or renovations at the Airport and agrees to coordinate the performance of its services under this Agreement as directed and required by the Authority so as not to interfere with, disrupt or delay any work. Contractor further agrees to coordinate its efforts with Authority's other architects, engineers, designers, or construction managers for that work.

ARTICLE 5 - ADDITIONAL SERVICES OF CONTRACTOR

Additional Services refer to services requested by Authority that are not specifically set out in the Scope of Services.

Additional Services may include, but are not limited to:

5.1. Preparation of applications and supporting documents (except those already to be furnished under this Agreement) for private or governmental grants, loans or advances in connection with any Project or Task.

5.2. Services resulting from significant changes in the general scope, extent or character of any assignment including, but not limited to, changes in size, complexity, Authority's schedule or character of construction; and revising previously accepted studies, reports, designs or documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to and not reasonably anticipated prior to the preparation of such studies, reports, designs or documents, or that are due to any causes beyond Contractor's control and fault.

5.3. Providing models for Authority's use.

5.4. Furnishing services of independent associates and Contractors for services other than those to be provided by Contractor under this Agreement.

5.5. Services during out-of-town travel required of Contractor and as directed by Authority, other than visits to any Project site or Authority's offices.

5.6. Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services, except as otherwise provided for herein.

5.7. Additional services rendered by Contractor in connection with any assignment, not otherwise provided for in this Agreement or not customarily furnished in accordance with generally accepted information technology practices.

Any additional services may be authorized only by a written amendment to this Agreement, signed by both Parties prior to commencement of any additional services. Any additional services agreed to by the Parties will constitute a continuation of the services requested under this Agreement and must be provided and performed in accord with the terms of this Agreement and any amendment to this Agreement. Any amendment will describe: (1) the scope of the additional services requested; (2) the basis of compensation; and (3) the period or performance schedule for completion of the additional services.

ARTICLE 6 - RESPONSIBILITY FOR ESTIMATES

6.1 If the Contractor is required to evaluate a project budget and prepare preliminary or detailed estimates of probable cost for any project or portion of a project, Contractor will ensure that all evaluations and estimates represent Contractor's best judgment consistent with industry standards. For purposes of the Liability Provisions of this Article only, the Contractor's evaluations or estimate(s) will be considered valid and effective for a period of six (6) months from the date Authority accepts the evaluation or estimate(s).

6.2. Budget Evaluations - Budget in this case applies to the Authority's budget and not to the budget as a project-controlled document. A budget is prepared with the use of flowsheets, layouts, and equipment details. This type of evaluation will be accurate within twenty-five percent (25%) of the cost of construction of the Project. If the bids, as described above, fail to meet this prescribed accuracy, the cost associated with the preparation of the Budget Evaluation will be repaid by Contractor to Authority or deducted from any fees owing Contractor by Authority.

6.3. Implementation Estimates - When preparing and submitting preliminary or detailed estimates of probable implementation and deployment cost to the Authority for any project or portion of the Project, the Contractor, by exercise of its experience, effort, knowledge and judgment, will insure that all estimates represent Contractor's best judgment consistent with industry standards will be held accountable, responsible and liable for the accuracy and completeness of any and all such cost estimates.

ARTICLE 7 - AUTHORITY'S RESPONSIBILITIES

Authority will:

7.1. Designate in writing a project manager to act as Authority's representative with respect to the issuance of Contract Amendment or Task Authorizations for services rendered under this Agreement ("Authority Project Manager"). The Authority's Project

Manager, President/Chief Executive Officer, or other authorized designee(s) will have authority to execute Contract Amendments, Task Authorizations, and any modifications or changes to Contractor's (1) scope of services; (2) time of commencement or delivery; or (3) compensation related to services required under any Contract Amendment or Task Authorization. The Authority Project Manager will have authority to transmit instructions, receive information, and interpret and define Authority's policies and decisions with respect to Contractor's services under this Agreement. The Authority Project Manager will review and make appropriate recommendations on all requests for payment for services submitted by Contractor.

7.2. The Authority Project Manager is not authorized to, and will not, issue any verbal orders or instructions to Contractor that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever the: (1) scope of services provided and performed by Contractor hereunder; (2) the time Contractor is obligated to commence and complete all such services; or (3) the compensation Authority is obligated or committed to pay Contractor.

7.3. Provide all criteria and information requested by Contractor as to Authority's requirements for any project or task, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and budgetary limitations.

7.4. Upon request from Contractor, make available to Contractor all available information in Authority's possession pertinent to any Contract Amendment or Task Authorization, including existing drawings, specifications, shop drawings, product literature, previous reports and any other data concerning design or construction of a project.

7.5. Arrange access, in accordance with Authority's security regulations, for Contractor to enter any Project site to perform services. Contractor acknowledges that Authority may provide such access during times that are not the Contractor's normal business hours.

7.6. Notify Contractor of any defects or deficiencies in services rendered by Contractor.

ARTICLE 8 – NOTICE TO PROCEED, CONTRACT AMENDMENTS, TASK AUTHORIZATIONS AND TIME FOR COMPLETION OF SERVICES

8.1. Contractor will not commence work under this Agreement until it receives a fully-executed copy of this Agreement and a written Notice to Proceed. Following the Notice to Proceed and during the term of this Agreement, Authority may assign specific tasks by Contract Amendment or Task Authorization, to be signed by both Parties. Each Contract Amendment or Task Authorization must include a lump sum or not-to-exceed compensation amount and a schedule of services required or a delivery date for all services.

8.2. All tasks outlined in the Agreement are contingent upon execution of a Task Authorization Form.

8.3 Time is of the essence for all services provided under this Agreement. Authority may suffer damage if Contractor does not complete the required services in a timely manner. Contractor therefore agrees to employ or retain adequate personnel and subcontractors throughout the term of this Agreement to complete all services in a timely and diligent manner.

8.4. If Contractor is obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of Contractor, and not due to its own fault or neglect, including but not restricted to: acts of God or of public enemies, acts of government or of Authority, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then Contractor must notify the Authority in writing within seventy-two (72) hours after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

8.5. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of Contractor's services from any cause whatsoever, including those for which Authority may be responsible in whole or in part, will relieve Contractor of its duty to perform services or give rise to any right to damages or additional compensation from Authority. Contractor's sole remedy against Authority will be the right to seek an extension of time to its schedule. This paragraph will expressly apply to claims for early completion, as well as claims based on late completion. Provided, however, if through no fault or neglect of Contractor, the services relating to a specific Contract Amendment or Task Authorization hereunder have not been completed within twenty-four (24) months of the date that Contract Amendment or Task Authorization was signed by both Parties, Contractor's compensation for that Contract Amendment or Task Authorization will be equitably adjusted, with respect to those services that have not yet been performed, to reflect the incremental increase in costs experienced by Contractor after expiration of said twenty-four (24) month period.

8.6. If Contractor fails to commence, provide, perform or complete any of the services to be provided hereunder in a timely and diligent manner, in addition to any other rights or remedies available to Authority hereunder, Authority at its sole discretion and option may withhold any and all payments due and owing to Contractor until such time as Contractor resumes performance of its obligations in such a manner so as to establish to Authority's satisfaction that Contractor's performance is or will shortly be back on schedule.

ARTICLE 9 - COMPENSATION AND METHOD OF PAYMENT

9.1. Authority will pay Contractor for all authorized services provided by Contractor under this Agreement as prescribed in Exhibit "B", "Basis of Compensation," which is attached hereto and incorporated by reference, and as set forth in this agreement

or any individual Task Authorizations executed by the Parties. Contractor will be compensated on a lump-sum basis on completion of a particular Task over the course of Contractor's services for Work in Progress, based on a monthly statement of services, as follows:

a. **Lump Sum** - Upon Authority's acceptance of Contractor's work, Authority will pay Contractor a lump sum as specified in the Task Authorization or Contract Amendment.

Lump Sum is a contracting method utilized by the Authority whereby scope equals fee. Lump Sum fees will be based on assumptions/estimates of personnel, hourly rates, man hours, indirect expenses, time durations, etc. needed to effectively accomplish the scope of work. As such, the project assumptions made during good faith negotiations are the basis for the Lump Sum fee. The Lump Sum scope equals the Lump Sum fee. As such, the Lump Sum fee is not guaranteed regardless of scope or time impacts to the project. If at any time during the progression of work under this Contract the project assumptions and resulting agreed upon scope of work substantially or materially change, then the Lump Sum fee will be adjusted to reflect these changes by a Contract Amendment.

Lump Sum Fees are understood and agreed to include all direct and indirect labor costs, personnel related costs, overhead and administrative costs, costs of sub-Contractor(s) and/or subcontractor(s), out-of-pocket expenses and costs, service fee(s) and any other costs or expenses which may pertain to the services and/or work to be performed, provided and/or furnished by the Contractor as may be required and/or necessary to complete each and every task set forth in the Scope of Services, or as may be set out in subsequent Contract Amendments, and/or Task Authorizations agreed to in writing by both Parties to this Agreement.

b. **Monthly Statements** - Contractor may submit an invoice to Authority's Development Division each calendar month covering services rendered and completed during the preceding calendar month. Contractor's invoice must be itemized to correspond to the basis of compensation as set forth in the Task Authorization or Contract Amendment, expressed as a percentage of the total work to be performed under that Task Authorization or Contract Amendment.

c. **Non-Personnel Reimbursable Expenses** – If authorized, Authority will further compensate Contractor for non-personnel reimbursable expenses and costs as set out in Exhibit "B-1", attached and incorporated by reference.

d. **Not-To-Exceed Fee(s)** - When all, or any portion, of the Contractor's compensation for performing services required in the Scope of Services or any Contract Amendment or Task Authorization(s), is established on a Not-to-Exceed (N.T.E.) amount basis, it is mutually understood and agreed that such compensation for each Completed Task will be made on the following basis:

- i. For the actual hours necessary, required and expended by the Contractor's and technical personnel, multiplied by the applicable hourly rates for each classification or position as set forth in Exhibit "B" to this Agreement; and
- ii. For the actual necessary, required and expended non-personnel reimbursable expenses and costs, multiplied by the applicable charge for each item as set forth in Exhibit "B-1"; and
- iii. With the understanding and agreement that the Authority will pay the Contractor for all such costs and expenses within the established Not-to-Exceed amount for each Task or Sub-Task subject to the Contractor presenting an itemized and detailed invoice with appropriate supporting documentation attached thereto to show evidence satisfactory to the Authority covering all such costs and expenses; and
- iv. With the understanding and agreement that the Contractor's invoices and all payments to be made for all Not-to-Exceed amounts will be subject to the review, acceptance and approval of the Authority; and
- v. With the understanding and agreement that when the Contractor's compensation is established on a Not-to-Exceed basis for a specific Task(s) or Sub-Task(s) the total amount of compensation to be paid the Contractor to cover all personnel costs, non-personnel reimbursable expenses and costs, and Sub-Contractor and Sub-Contractor costs for any such specific Task(s) or Sub-Task(s) will not exceed the amount of the total Not-to-Exceed compensation established and agreed to for each specific Task(s) or Sub-Task(s).

e. **Authorization to Commit Funds** - All Tasks outlined in the Agreement are contingent upon execution of a Contract Amendment or Task Authorization Form. The Board of Port Commissioners' approval and execution of this Agreement does not commit the Authority to the expenditure of any federal, state, local or funds for any service listed in this Agreement. Only by execution of a Contract Amendment and subsequent Task Authorization is the expenditure of funds authorized and committed. Contractor and Authority understand, recognize and agree that there is no presumption of funding availability, authorization to work or commitment for future work until an appropriate Contract Amendment or Task Authorization is executed by both Parties. Tasks may be authorized in whole or in part.

9.2. Authority will issue payment to Contractor within forty-five (45) calendar days after receipt of an invoice in an acceptable form and containing the requested breakdown and detailed description and documentation. If Authority objects or takes exception to the amount of any Contractor invoice, Authority will notify Contractor in writing of such objection or exception within the forty-five (45) day period. If such objection or exception remains unresolved at the end of the forty-five (45) day period, Authority will withhold the disputed amount and make payment to Contractor of all amounts not in dispute. Payment of any disputed amount will be resolved by the mutual agreement of the Parties.

9.3. Failure by Contractor to follow the instructions set out above will result in an unavoidable delay in payment by Authority.

9.4. If this Agreement is terminated for the convenience of the Authority, the Authority will compensate the Contractor for: (1) all services performed prior to the effective date of termination; (2) reimbursable expenses then due; and (3) reasonable expenses incurred by the Contractor in effecting the termination of services and work, and incurred by the submittal to the Authority of any Project documents.

9.5. If Authority suspends the Contractor's services or work on all or part of the services required by this Agreement, the Authority will compensate the Contractor for all services performed prior to the effective date of suspension and any reimbursable expenses then due along with any reasonable expenses incurred or associated with, or incurred as a result of such suspension.

9.6. If services required under this Agreement are terminated, canceled, or decreased due to: (1) termination; (2) suspension in whole or in part; and (3) and/or are modified by the subsequent issuance of Contract Amendment(s); the Contractor will not be entitled to receive compensation for anticipated fees; profit, general and administrative overhead expenses or any other anticipated income or expense which may be associated with the services which are terminated, suspended, eliminated, canceled or decreased.

9.7. The Contractor may cross-utilize funds from the various Tasks assigned to accomplish the overall purpose and goal of this Agreement provided Contractor has obtained prior written approval from the Authority. The Authority will review the need for such request and the impact on other assigned Tasks. In doing so, the Authority retains the authority to delete any Task outlined in the Scope of Services.

ARTICLE 10 – NON-APPROPRIATION CLAUSE

All funds for payment by the Authority under this Agreement are subject to the availability of an annual appropriation for this purpose by the Authority. In the event of non-appropriation of funds by the Authority for the services provided under this Agreement, the Authority will terminate the Agreement, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice will be of no effect and the Authority will not be obligated under this Agreement beyond the date of termination.

ARTICLE 11 - FAILURE TO PERFORM

If Contractor fails to commence, perform and/or complete any of the services and work required under this Agreement in a timely and diligent manner, the Authority may consider such failure as cause to terminate this Agreement. As an alternative to

termination, the Authority may, at its option, withhold any or all payments due and owing to the Contractor, not to exceed the amount of the compensation for the work in dispute, until such time as the Contractor resumes performance of its obligations in accordance with the time and schedule of performance requirements set forth in this Agreement.

ARTICLE 12 - PUBLIC RECORDS

Contractor acknowledges that any information concerning its services may be exempt from disclosure under the Virginia Freedom of Information Act ("FOIA"). All information relating to the security systems for any property owned by or leased to the Authority and all information relating to the security systems for any privately-owned or leased property which is in Authority's possession, including all records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to or revealing such systems or information, and all meetings relating directly to or that would reveal such systems or information, is confidential and exempt from disclosure.

Contractor agrees not to divulge, furnish or make available to any third person, firm or organization, without Authority's prior written consent, or unless incidental to the proper performance of Contractor's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any confidential or exempt information concerning the services to be rendered by Contractor hereunder. Contractor will require all of its employees, agents, subcontractors to comply with the provisions of this Article.

ARTICLE 13 – CONTRACTOR'S PUBLIC RECORDS OBLIGATIONS

Contractor specifically acknowledges its obligation to comply with Virginia law regarding public records, and will:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the services required under this Agreement;
- (2) Upon request from the Authority, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under FOIA or as otherwise provided by law;
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- (4) Meet all requirements for retaining public records and transfer, at no cost to the Authority, all public records in possession of Provider upon termination of this Agreement and destroy any duplicate public records that are exempt or

confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Authority in a format that is compatible with the information technology system of the Authority.

ARTICLE 14 - OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all records, documents, tracings, plans, specifications, maps, evaluations, reports and other technical data, other than working papers, prepared or developed by Contractor under this Agreement must be delivered to and become the property of Authority. Contractor may retain copies thereof for files and internal use.

ARTICLE 15 - MAINTENANCE OF RECORDS

Contractor will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by Contractor for a minimum of five (5) years from the date of expiration or termination of this Agreement or the date all work under this Agreement is complete, whichever is later. Authority, the FAA, the Comptroller General of the United States, the Virginia Department of Aviation, or any duly authorized agent or representative of any of them will have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period thereafter; provided, however, such activity will be conducted only during normal business hours.

ARTICLE 16 - INDEMNIFICATION

General Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the Authority and its Commissioners, officers, employees (collectively "Indemnitees") harmless from and against any and all claims, actions, damages, expenses (including reasonable attorneys' fees), losses or liabilities incurred by or asserted against the Authority or any of its Indemnitees arising from the performance of Contractor's obligations under the Agreement and any and all fees, costs or penalties incurred by the Authority or any of its Indemnitees, to the extent that such claims, actions, damages, expenses, losses, liabilities, fees, costs or penalties are caused by or arise out of Contractor's performance; provided that Contractor shall not be required to indemnify the Authority or any of its Indemnitees for any loss or claim to the extent such loss or claim is due to the negligence or willful misconduct of the Authority or any of its Indemnitees.

Intellectual Property Indemnification. Contractor will defend, indemnify and hold the Authority, its Commissioners, officers and employees (collectively "Indemnitees") harmless from and against any liability, loss, damage, cost and expense (including without limitation reasonable attorneys' fees) suffered as a result of any claim, demand, action or suit made or raised against Authority of any of its Indemnitees, by reason of Contractor's infringement of any patent, trade secret, trademark, copyright or any other

intellectual property right of any third party in relation to work delivered to Authority by Contractor in connection with the Agreement. This commitment is conditioned upon Authority (i) providing Contractor with prompt written notice of the claim, (ii) giving Contractor sole control of the defense to the claim including settlement negotiations if any; and (iii) providing at Contractor's costs reasonable cooperation in the defense against the claim. Under this commitment, Contractor will indemnify Authority (as well as its Commissioners, officers and employees) for the payment of (i) any damages awarded by any competent court by way of a final decision, (ii) any settlement indemnity agreed upon by Contractor with Authority's prior written approval which shall not be unreasonably withheld, and (iii) related costs of investigation and expertise as well as reasonable attorneys' fees if any, to the exclusion of any other payment whatsoever.

ARTICLE 17 – SOVEREIGN IMMUNITY

Contractor acknowledges and agrees that Authority does not waive its sovereign immunity by entering into this Agreement and that nothing herein will be interpreted as a waiver of Authority's rights, including the limitation of waiver of immunity under Virginia law, and Authority expressly reserves those rights to the fullest extent allowed by law.

ARTICLE 18 – INSURANCE

During the term of this Agreement, Contractor will provide, pay for, and maintain, with companies satisfactory to Authority, the types of insurance described herein. Promptly after execution of this Agreement by both Parties, the Contractor must obtain the insurance coverages and limits as set out below. All insurance will be from responsible companies duly authorized to do business in the Commonwealth of Virginia and/or responsible risk retention group insurance companies registered with the Commonwealth of Virginia.

The Authority reserves the right to reject insurance written by an insurer it deems unacceptable because of poor financial condition or other operational deficiency. All insurance must be placed with insurers who are duly licensed, or authorized to do business within the Commonwealth of Virginia, and with an A.M. Best Rating of not less than A-VII. Regardless of this requirement, Authority in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

All policies of insurance will contain provisions that advance written notice will be given to Authority's Risk Manager of any cancellation, intent not to renew, material change or alteration, or reduction in the policies' coverages, except in the application of the Aggregate Limits provision of any policy. If there is a reduction in the Aggregate Limit of any policy, Contractor will immediately take steps to have the Aggregate Limit reinstated to the full extent permitted under such policy. If there is a cancellation, Provider agrees to obtain replacement coverage as soon as possible.

The acceptance by Authority of any Certificate of Insurance evidencing the insurance coverages and limits required in this Agreement does not constitute approval

or agreement by Authority that the insurance requirements have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the requirements of this Agreement.

All of Contractor's insurance coverages will be primary and non-contributory to any insurance or self-insurance program carried by Authority and applicable to work under this Agreement and will include waiver of subrogation in favor of Authority.

No work may commence on any Task assigned under this Agreement unless and until the required Certificates of Insurance are received and approved by Authority. During the term of this Agreement, Contractor will provide, pay for, and maintain, with companies satisfactory to Authority, the types of insurance described herein.

18.1. INSURANCE REQUIRED

Before starting and until acceptance of any work by Authority, Contractor will procure and maintain insurance of the types and to the limits specified in paragraphs 18.2.1 through 18.2.6, inclusive below. All liability insurance policies obtained by Contractor to meet the requirements of this Agreement, other than Worker's Compensation and Employer's Liability and Professional Liability policies, will name Authority as an additional insured as to the services of Contractor under this Agreement and will contain the severability of interests provisions.

18.2. COVERAGES

The amounts and types of insurance described below are the minimum requirements and are not intended to limit the Authority's access to additional coverage if more coverage is available. All amounts and types of insurance will conform to the following minimum requirements with the use of Insurance Service Office (ISO) forms and endorsements or broader where applicable:

18.2.1. Professional Liability Insurance - Contractor will maintain liability insurance insuring its legal liability arising out of the performance of services under this Agreement. Such insurance will have limits of not less than \$_____ each claim and \$_____ annual aggregate. Contractor must continue this coverage for a period of not less than five (5) years after completion of its services to Authority. Contractor will promptly submit a Certificate of Insurance providing for an unqualified written notice to Authority of any cancellation of coverage or reduction in limits, other than the application of the Aggregate Limits provision.

If the liability insurance is written on a claims-made basis, Contractor warrants that any retroactive date under the policy will precede the effective date of this Agreement and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time all work required under this Agreement is completed.

18.2.2. Commercial General Liability Insurance - Contractor will maintain commercial general liability insurance. Coverage will include, but not be limited to, Personal Injury, Contractual for this Agreement, Independent Contractors, Broad Form Property Damage including Completed Operations, Broad Form Contractual Liability and XCU Coverages. If Contractor provides any construction work, it must also include Products & Completed Operations, with the Completed Operations Coverage maintained for any project under this Agreement and then for not less than five (5) years following completion and acceptance of the work by Authority. Limits of coverage will not be less than the following:

Each Occurrence Personal and Advertising Injury \$ _____
Products - Completed Operations Aggregate \$ _____
Specific Project Aggregate Limits - Same As Above

If the General Liability insurance required herein is issued or renewed on a "claims made" form, as opposed to the "occurrence" form, the retroactive date for coverage will be no later than the commencement date of any Task under this Agreement and will provide that in the event of cancellation or non-renewal the discovery period for insurance claims (Tail Coverage) will be unlimited.

18.2.3. Automobile Liability Insurance will be maintained by Contractor as to ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles with limits of not less than:

Bodily Injury and Property Damage Liability \$ _____ Combined Single Limit

18.2.4. Worker's Compensation and Employers Liability Insurance will be maintained by Contractor during the term of this Agreement for all employees engaged in the work under this Agreement, in accordance with the laws of the Commonwealth of Virginia. The amount of such insurance will not be less than:

Worker's Compensation Virginia Statutory Requirements Employer's Liability
Each Accident \$ _____
Disease Each Employee \$ _____
Disease Policy Limit \$ _____

18.2.5. Environmental Liability and/or Contractors Pollution Liability Insurance and/or Errors and Omissions Liability Applicable to the Work Performed – Contractor will maintain pollution liability insurance, including the cost of defense during the term of this Agreement and for a period of five (5) years following completion of all services under this Agreement. Such coverage will apply specifically to the services/scope of work outlined in this Agreement and will include, but not limited to, Pollution Legal Liability (legal liability arising out of fumes, acids, alkalis, toxic chemicals, liquids or gasses, hazardous materials, waste materials or other irritants, contaminants, or pollutants) into or upon land, the atmosphere, or any watercourse or body of water, including groundwater at, under, or emanating from the site of services:

Per Claim or Occurrence \$_____per 1 year period
General Aggregate per policy \$_____per 1 year period

18.2.6. Crime Insurance/Fidelity Bond - Contractor will maintain crime insurance coverage, or at the discretion of Authority, a Fidelity Bond, with limits equal to fifty-percent (50%) of the Agreement value or \$50,000.00 whichever is greater. The bond or policy will include coverage for all directors, officers, agents, and employees of the contractor. The bond or policy will include coverage for third party fidelity and name the Authority as Loss Payee. The bond or policy will include coverage for extended theft and mysterious disappearance. The bond or policy will not contain a condition requiring an arrest and conviction. Policies will be endorsed to provide coverage for computer crime/fraud.

18.2.7. Contractor must provide evidence of the required insurance coverage using Authority's Certificate of Insurance attached as Exhibit "C", or similar form acceptable to Authority's Risk Manager, to verify coverages. The Certificate of Insurance must be completed on a "sample only" basis by Contractor's insurance representatives and must be submitted for Authority's review as to acceptability. Upon acceptance, the Certificates must be signed by an Authorized Representative of the insurance company/companies shown on the Certificates with proof that he or she is an authorized representative thereof. In addition, copies of all insurance policies will be provided to Authority, on a timely basis, if requested by Authority. If any insurance provided under this Agreement will expire prior to the completion of the services provided under this Agreement, renewal Certificates of Insurance on an acceptable form and copies of the renewal policies, if requested by Authority, must be furnished to Authority's Risk Manager at least thirty (30) days prior to the date of expiration.

18.2.8. If Contractor does not maintain the insurance coverages required by this Agreement, Authority may cancel the Agreement or at its sole discretion is authorized to purchase such coverages and charge Contractor for such coverages purchased. Authority will be under no obligation to purchase such insurance, nor will it be responsible for the coverages purchased or the insurance company/companies used. The decision of Authority to purchase such insurance coverages will in no way be construed to be a waiver of its rights under this Agreement.

ARTICLE 19 - SERVICES BY CONTRACTOR'S OWN STAFF

19.1. Services performed hereunder will be performed by Contractor's own staff, unless otherwise authorized in writing by Authority. The employment of, contract with, or use of the services of any other person or firm by Contractor, as independent contractor or otherwise, will be subject to the prior written approval of Authority. No provision of this Agreement will, however, be construed as constituting an agreement between Authority and any such other person or firm. Nor will anything contained herein be deemed to give any such party or any third party any claim or right of action against Authority beyond such as may otherwise exist without regard to this

Agreement.

19.2. Authority hereby gives its prior approval to Contractor to subcontract with for certain services. Provided, however, this prior approval by Authority is subject to Authority's rights under Article 4 above.

ARTICLE 20 - WAIVER OF CLAIMS

Contractor's acceptance of final payment will constitute a full waiver of all claims, except for insurance company subrogation claims, by it against Authority for services rendered under this Agreement, except those previously made in writing and identified by Contractor as unsettled at the time of the final payment. Neither the acceptance of Contractor's services nor payment by Authority will be deemed to be a waiver of any of Authority's rights against Contractor.

ARTICLE 21 - AIRPORT SECURITY REQUIREMENTS

Contractor acknowledges that the Authority is subject to strict federal security regulations limiting access to secure areas of the Airport and prohibiting violations of the adopted Airport Security Program. Contractor may need access to these secure areas to complete the work required by this Agreement.

Contractor therefore agrees, in addition to the other indemnification and assumption of liability provisions set out above, to indemnify and hold harmless the Authority and its commissioners, officers and employees, from any duty to pay any fine or assessment or to satisfy any punitive measure imposed on the Authority by the FAA or any other governmental agency for breaches of security rules and regulations by Contractor, its agents, employees, subcontractors, or invitees.

Contractor further acknowledges that its employees and agents may be required to undergo background checks and take Airport Security and Access Procedures ("S.I.D.A.") training before receiving an Airport Security Identification Badge.

Immediately upon the completion of any work requiring airport security access under this Agreement, or upon the resignation or dismissal or conclusion of any work justifying airport security access to any agent, employee, subcontractor, or invitee of the Contractor, Contractor will notify the Airport's Police Department that the Contractor's access authorization or that of any of Contractor's agents, employees, subcontractors, or invitees has changed. Contractor will confirm that notice, by written confirmation on company letterhead, within twenty-four (24) hours of providing initial notice to the Airport's Police Department.

Upon termination of this Agreement, or the resignation or dismissal of any employee or agent, or conclusion of any work justifying airport security access to any agent, employee, subcontractor, or invitee of the Contractor, Contractor will surrender any Airport Security Identification Badge held by the Contractor or by Contractor's agents,

employees, subcontractors, or invitees. If Contractor fails to surrender these items within five (5) days, the Contractor will be assessed a fee as determined by the Authority per identification badge not returned. This fee will be billed to the Contractor or deducted from any money owing to the Contractor, at the Authority's discretion.

ARTICLE 22 – ASSIGNMENT, TRANSFER AND SUBCONTRACTS

Contractor will not assign or transfer any of its rights, benefits or obligations hereunder, without the prior written consent of Authority. The Contractor will have the right, subject to the Authority's prior written approval, to employ other persons and/or firms to serve as subcontractors in connection with the Contractor's performance of services under the requirements of this Agreement.

ARTICLE 23 – PROVIDER AN INDEPENDENT CONTRACTOR

Contractor is an independent contractor and is not an employee or agent of the Authority. Nothing in this Agreement will be interpreted to establish any relationship other than that of an independent contractor between the Authority and Contractor, its employees, agents, subcontractors or assigns, during or after the performance of this Agreement.

ARTICLE 24 - TERMINATION OR SUSPENSION

24.1. Contractor will be considered in material default of this Agreement and such default will be considered cause for Authority to terminate this Agreement, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Agreement within the times specified under any Contract Amendment or Task Authorization, or (b) failure to properly and timely perform the services as directed by Authority as provided for in the Agreement, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Contractor, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Agreement, or (f) for any other just cause. Authority may so terminate this Agreement, in whole or in part, by giving Contractor seven (7) calendar days written notice.

24.2. If, after notice of termination of this Agreement, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that Authority was not entitled to the remedies against Contractor provided herein, then Contractor's remedies against Authority will be the same as and limited to those afforded Contractor under paragraph 24.3. below.

24.3. Authority will have the right to terminate this Agreement, in whole or in part, without cause upon thirty (30) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against Authority will be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by Contractor that are directly attributable to the termination, but Contractor will not be entitled to any other or further

recovery against Authority, including, but not limited to, anticipated fees or profits on work not required to be performed.

24.4. Upon termination, Contractor will deliver to Authority all original papers, records, documents, drawings, models, and other material set forth and described in this Agreement.

24.5. Authority will have the power to suspend all or any portions of the services to be provided by Contractor hereunder upon giving Contractor two (2) calendar days prior written notice of such suspension. If all or any portion of the services to be rendered hereunder are so suspended, Contractor's sole and exclusive remedy will be an extension of time to its schedule.

ARTICLE 25 - NOTICES AND ADDRESS OF RECORD

All notices required or made under this Agreement to be given by either party to the other will be in writing and will be delivered by hand or by United States Postal Service, first class mail service, postage prepaid, and addressed to the following addresses of record:

Authority:

Norfolk Airport Authority
President/CEO
2200 Norview Avenue
Norfolk, VA 23518

Contractor:

Either party may change its address of record by written notice to the other party given in accordance with the requirements of this Article.

ARTICLE 26 - NO THIRD PARTY RIGHTS

Nothing contained in this Agreement will create a contractual relationship with a third party, or any duty, obligation or cause of action in favor of any third party, against either the Authority or Contractor.

Services performed by Contractor under the Agreement are solely for the benefit of the Authority. This Agreement will not be construed to create any contractual relationship between Contractor and any third party. It is the intent of the Parties that there be no third party beneficiaries to this Agreement. The fact that the Authority may enter into other agreements with third Parties that give Contractor and Authority the right to observe work being performed by those third Parties, will not give rise to any duty or

responsibility on the part of Contractor in favor of such third Parties.

ARTICLE 27 – MISCELLANEOUS

27.1 Contractor, in representing Authority, will promote the best interests of Authority and assume towards Authority a relationship of the highest trust, confidence, and fair dealing. Services provided under this Agreement must be performed in a workmanlike manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same geographic location.

27.2 No modification, waiver, suspension or termination of the Agreement or of any terms thereof will impair the rights or liabilities of either party.

27.2 Waiver by either party or a breach of any provision of this Agreement will not be deemed to be a waiver of any other breach and will not be construed to be a modification of the terms of this Agreement.

27.3 The headings of the Articles, Sections, Schedules and Attachments as contained in this Agreement are for the purpose of convenience only and will not be deemed to expand, limit or change the provisions in such Articles, Sections, Exhibits and Attachments.

27.4 This Agreement, including any Addenda and referenced Exhibits and Attachments hereto, constitutes the entire agreement between the Parties hereto and will supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding will have no force or effect whatever on this Agreement.

ARTICLE 28 - APPLICABLE LAW

Unless otherwise specified, this Agreement will be governed by the laws, rules, and regulations of the Commonwealth of Virginia, and by the laws, rules, and regulations of the United States when providing services funded by the United States government. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement may only be brought in the state or federal courts located in Norfolk, Virginia. The prevailing party in any such suit or action will be entitled to recover from the other party their reasonable attorneys' fees and court costs, including any appeals.

ARTICLE 29 - E-VERIFY

If required by law, Contractor certifies that it has enrolled and is using in the U.S. Department of Homeland Security's E-Verify Program for Employment Verification in accordance with the terms governing use of the Program and is eligible to enter this Agreement. The Contractor further agrees to provide the Authority with proof of such

enrollment within thirty (30) days of the date of this Agreement.

Contractor agrees to use the E-Verify Program to confirm the employment eligibility of:

29.1 All persons employed by Contractor during the term of this Agreement.

29.2 All persons, including subcontractors, assigned by the Contractor to perform work or provide services under the Agreement.

Contractor further agrees that it will require each subcontractor performing work or providing services under this Agreement to enroll in and use the U.S. Department of Homeland Security's E-Verify Program for Employment Verification to verify the employment eligibility of all persons employed by the subcontractor during the term of this Agreement.

Contractor agrees to maintain records of its participation and compliance with the provisions of the E-Verify Program, including participation by its subcontractors as provided above, and to make such records available to the Authority or other authorized state or federal agency consistent with the terms of this Agreement.

Compliance with the terms of this Article is made an express condition of this Agreement, and the Authority may treat failure to comply as a material breach of the Agreement and grounds for immediate termination.

ARTICLE 30 - COVENANTS AGAINST DISCRIMINATION

During the performance of this Agreement, Contractor, for itself, its assignees and successors in interest agrees as follows:

30.1 Compliance with Regulations. Contractor will comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (the "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

30.2 FAA Nondiscrimination Clause. Contractor will not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Contractor will carry out all applicable requirements of 49 CFR Part 23 and Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor 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 Authority (recipient) deems appropriate. Every contract that Contractor enters with subcontractor for services under this Agreement must contain this clause.

30.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation made by

Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

30.4 Information and Reports. Contractor will provide all information and reports required by the Regulations or 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 Authority or the FAA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor will so certify to Authority or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

30.5 Sanctions for Noncompliance. In the event of Contractor's noncompliance with the nondiscrimination provisions of this Agreement, Authority will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to Contractor under the Agreement until Contractor complies; and/or

(b) cancellation, termination, or suspension of the Agreement, in whole or in part.

30.6 DBE Policy. It is the policy of the Department of Transportation that Disadvantaged Business Enterprises ("DBE's") as defined in 49 CFR Part 23 and Part 26 will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 and Part 26 apply to this Agreement. The Contractor agrees to ensure that DBE's as defined in 49 CFR Part 23 and Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, Contractor will take all necessary and reasonable steps in accordance with 49 CFR Part 23 and Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts.

30.7 Prompt Payment Requirements. Authority has adopted a DBE Program in compliance with 49 CFR Part 26, therefore, the following requirement will apply to all contracts funded, either wholly or in-part, with FAA financial assistance:

Contractor agrees to pay each subcontractor under this contract for satisfactory performance of its contract no later than fifteen (15) days from the receipt of each payment Contractor receives from Authority. Contractor agrees further to return any retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment beyond these time

limits may occur only for goodcause following written approval of the delay by Authority. This clause applies to both DBE and non-DBE subcontractors.

30.8 Incorporation of Provisions. Contractor will include the provisions of paragraphs 36.1. through 36.7. in every subcontract, including procurements of materials and leases of equipment, unless exempted by the Regulations or directives issued pursuant thereto. Contractor will take such action with respect to any subcontract or procurement as Authority or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Contractor may request Authority to enter into such litigation to protect the interests of Authority and, in addition, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 31 - NONDISCRIMINATION CLAUSE

Pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, the Restoration Action of 1987, the Virginia Civil Rights Act, and as said Regulations may be amended, the Contractor/Contractor must assure that “no person in the United States will on the basis of race, color, national origin, sex, creed or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,” and in the selection and retention of subcontractors, including procurements of materials and leases of equipment.

The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

ARTICLE 32 - GENERAL CIVIL RIGHTS CLAUSE

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person will, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

ARTICLE 33 - AMENDMENTS OR MODIFICATIONS

No amendment or modification to this Agreement will be valid or binding upon the Parties unless in writing as an Amendment to this Agreement and executed by both

Parties intended to be bound by it.

This Agreement will become effective upon concurrence by the Federal Aviation Administration and/or the Virginia Department of Aviation, if required, and otherwise on the date first written above.

ARTICLE 34 - COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which will be deemed an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by attachment of an Adobe Portable Document Format ("PDF") file to e-mail shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by attachment of a PDF file to e-mail shall be deemed their original signatures for all purposes.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective the day and year first written above.

AUTHORITY:

NORFOLK AIRPORT AUTHORITY

Signature

Name: _____

Title: _____

CONTRACTOR:

Signature

Name: _____

Title: _____

Witness:

Name: _____

EXHIBIT F

FAA REQUIRED CONTRACT PROVISIONS – NON-AIP CONTRACTS

1. Civil Rights – General.

A. In all its activities within the scope of the Contract, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person will, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefitting from Federal assistance.

B. This provision obligates the Contractor from the bid/proposal solicitation period through the completion of the project or contracted services. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

2. Title VI Solicitation Notice.

The Norfolk Airport Authority (“Authority”), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this procurement will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

3. Title VI List of Pertinent Nondiscrimination Acts and Authorities.

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)]; and
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

4. Compliance with Nondiscrimination Requirements.

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

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

B. Nondiscrimination. The Contractor, with regard to the work performed by it during the Contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and Contracts of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

C. Solicitations for Subcontracts, including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation made by the

Contractor for work to be performed under a subcontract, including procurements of materials, or Contracts of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this Contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

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

E. **Sanctions for Noncompliance.** In the event of a Contractor's noncompliance with the non-discrimination provisions of this Contract, the Authority will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to: (i) withholding payments to the Contractor under the Contract until the Contractor complies; or (ii) cancelling, terminating, or suspending the Contract, in whole or in part.

F. **Incorporation of Provisions.** The Contractor will include the provisions of Sections 4(A)-(E) above in every subcontract, including procurements of materials or equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Authority or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Authority to enter into any litigation to protect the interests of the Authority. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

EXHIBIT G

**PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA
(Submit with RFP/IFB)**

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID, FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID

Pursuant to Virginia Code §2.2-4311.2 an Offeror/Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission (“SCC”). Any Offeror/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized.

If this proposal for goods or services is accepted by NAA the undersigned agrees that the requirements of the Code of Virginia Section §2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.

- A. Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor’s Identification Number issued to it by the SCC is _____.
- B. Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor’s identification Number issued to it by the SCC is _____.
- C. Offeror/Bidder does not have an Identification Number issued to it by the SCC such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):
- D. Bidder/offeror currently have a pending application before the SCC for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids/proposals (NAA reserves the right to determine in its sole discretion whether to allow such waiver)

Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.

Legal Name of Company (as listed on W-9)

Legal Name of Offeror/Bidder

Date

Authorized Signature

Print or Type Name and Title

RETURN THIS PAGE WITH COPIES OF DOCUMENTATION

EXHIBIT H
EXCEPTION PAGE
(Submit with RFP/IFB)

EXCEPTIONS:

Provider must sign the appropriate statement below, as applicable:

() Provider understands and agrees to all terms, conditions, requirements, and specifications stated herein.

Firm: _____

Signature: _____

() Provider takes exception to terms, conditions, requirements, or specifications stated herein

(Provider must itemize all exceptions below, and return with their bid/response):

Firm: _____

Signature: _____

Providers should note that any exceptions taken from the stated terms and/or specifications may be cause for their submittal to be deemed “non-responsive”, risking the rejection of their submittal.

Bid/Proposal Results

EXHIBIT J

SBSD BUSINESS SUBCONTRACTING PLAN

(Submit with RFP/IFB)

All businesses must be certified by the Commonwealth of Virginia, Department of Small Business and Supplier Diversity (SBSD) to participate in the SWAM program. Certification applications, including instructions, certification definitions, and required documents, are available through SBSD online portal at <https://www.sbsd.virginia.gov/certification/>

Bidder/Respondent Name: _____

Preparer Name: _____

Date: _____

Instructions

- A. If you are certified by the Virginia Department of Small Business and Supplier Diversity (SBSD) as a Small, Woman, and Minority-owned (SWaM), Disadvantaged Business Enterprises (DBE), or Employment Services Organizations (ESO) business, complete only Section A of this form. This shall include SBSD-certified Historically Black Colleges and Universities, 8a, Economically Disadvantaged Woman-owned Small businesses, Service Disabled Veteran-owned, Federal Service Disabled Veteran-owned, and Minority-owned businesses when they have received SBSD business certification.
- B. If you are not certified by the Virginia Department of Small Business and Supplier Diversity (SBSD) as a Small, Woman, and Minority-owned (SWaM), Disadvantaged Business Enterprises (DBE), or Employment Services Organizations (ESO) business and plan to subcontract part of this contract with a SBSD certified business, complete only Section B of this form.
- C. If you are not certified by the Virginia Department of Small Business and Supplier Diversity (SBSD) as a Small, Woman, and Minority-owned (SWaM), Disadvantaged Business Enterprises (DBE), or Employment Services Organizations (ESO) business and cannot identify any subcontracting opportunities to subcontract part of this contract with a SBSD-certified business, only provide the information requested in Section C of this form.

Section A

If your firm is certified by the Virginia Department of Small Business and Supplier Diversity (SBSD) **check all that apply below:**

<input type="checkbox"/>	Minority Owned Business (MB)
<input type="checkbox"/>	Woman Owned Business (WB)
<input type="checkbox"/>	Micro Business
<input type="checkbox"/>	Service Disabled Veteran Owned Business (SDV)
<input type="checkbox"/>	Small Business (SB)
<input type="checkbox"/>	Employment Service Organization (ESO)
<input type="checkbox"/>	8A
<input type="checkbox"/>	Economically Disadvantaged Woman Owned Business (EDWOSB)
<input type="checkbox"/>	Federal Service Disabled Veteran Owned Business (FSDV)
<input type="checkbox"/>	Disadvantage Business Enterprises (DBE)
<input type="checkbox"/>	Airport Disadvantaged Business Enterprise (ACDBE)

Certification number: _____

Certification date: _____

Section B

Populate the table below to show your firm's plans for utilization of SBSB-certified businesses in the performance of this contract. This shall include SBSB-certified businesses that meet the Small, Woman, and Minority-owned (SWaM), Disadvantaged Business Enterprises (DBE), or Employment Services Organizations (ESO) business definition and have received the SBSB business certification. Include plans to utilize SBSB-certified businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

Proposed SWaM Plan

Plans for Utilization of SBSB-Certified Businesses for this Procurement

Small Business Name & Address SBSB Certificate #	Applicable SBSB certifications: (See Section A for a list of SBSB-certifications)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Contract Involvement (estimated % of spend per SubContractor)	Planned Annual Contract Dollar Expenditure Amount
Totals \$					

Section C

Respond to how your business has met or exceeded at least two of the following indicators within the past 24 months. Your response may include any good faith efforts made regarding this procurement.

Good Faith Effort Indicators by the Bidder/Offeror

1. Identify areas of work your business has subcontracted to SBSD-certified businesses for other contracts. Include company names, dates, dollar amounts, and percentages on a per contract basis.
2. List research efforts conducted by your business in the past to locate SBSD-certified businesses by advertising in publications or in the classified section of the newspaper where small businesses are likely to see it. List specific publications and dates.
3. List SWaM business outreach meetings, conferences, or workshops conducted by your firm to locate SBSD-certified businesses—including the dates, participation numbers, and results.
4. Provide documented correspondence (i.e., certified mail, email, receipt of fax transmissions, etc.) to SWaM businesses from the lists provided by SBSD and other outreach agencies and organizations which indicates your solicitation of such for utilization of subcontracting opportunities on other contracts for which your business has competed.
5. List areas of work which your business has subcontracted with SBSD-certified businesses for upcoming contracts—including the name of the business, certification number, dates, dollar amounts, and percentages on a per contract basis.
6. Provide documentation of any assistance offered to interested SBSD-certified businesses in obtaining bonds, lines of credit, and/or insurance for any present or past contracts your business has in place.
7. Provide documentation of follow-up on initial contacts with SBSD-certified businesses (e.g., telephone call logs, emails, certified letters, etc.). Be sure to list the business name and dates of contact.

Exhibit K

Monthly SWaM Subcontractor Payment Commitment

**TO BE SUBMITTED MONTHLY WITH EACH PRIME CONTRACTOR'S INVOICE TO AP
AND PROCUREMENT**

PRIME CONTRACTOR'S NAME:

PROJECT NAME:

CONTRACT NUMBER:

QUARTER ENDING DATE:

SWaM Sub-Contractor	Tax ID	SWaM Certification #	Contract Amount	Amount Paid Last Month	Description
Totals	N/A	N/A			N/A

The Prime contractor is responsible of ensuring SWaM certifications are valid.

A Certified SWaM search feature is available at <https://directory.sbsd.virginia.gov/#/>

Contract Amount Paid to Date is from inception of this contract. Amounts should coincide with amounts included in your current month invoice/payment request to The Norfolk Airport Authority.

EXHIBIT L

Vendor Data

Sheet

The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive.

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. Vendor's Primary Contact:

Name: _____ Phone: _____

3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:
_____ Years _____ Months

4. Vendor Information: eVA Vendor ID or DUNS Number: _____

5. Indicate below a listing of at least two (2) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

A. Company: _____ Contact: _____ Phone: _____

(____) _____

Project: _____

Dates of Service: _____ \$ Value: _____

B. Company: _____ Contact: _____ Phone: _____

(____) _____

Project: _____

Dates of Service: _____ \$ Value: _____

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____

Request for Taxpayer

Identification Number and Certification

Give form to the requester. Do not send to the IRS.

(Rev. March 2024)

Department of the Treasury

Go to www.irs.gov/FormW9 for instructions and the latest information.

Internal Revenue Service

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See <i>Specific Instructions</i> on page 3.	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)			
	2	Business name/disregarded entity name, if different from above.			
	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) <i>(Applies to accounts maintained outside the United States.)</i>	
	<input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions)				
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>				
	5	Address (number, street, and apt. or suite no.). See instructions.		Requester's name and address (optional)	
	6	City, state, and ZIP code			
7	List account number(s) here (optional)				

Part I Taxpayer Identification Number (TIN)

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

Social security number									

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

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

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



SIDA Badge Application Instructions and Check List

Below are the procedures and information needed to obtain a Security Identification Display Area (SIDA) badge from the Norfolk Airport Authority. Attached are the corresponding forms for this process.

- **FILL OUT AN APPLICATION.** Attached to this form is a complete 3-page application that must be filled out in its entirety by each individual employee requesting a SIDA badge. **This application must be typed or it will not be accepted.**
 - Proper identification must be submitted with your application. A list of acceptable documents is included in this package.
 - If you were born outside of the United States, additional information is required. In addition to the documentation provided on the "List of Acceptable Documents for Obtaining a SIDA badge" sheet, you must provide a Permanent Resident card, U.S. Passport, or Naturalization Papers as proof of your citizenship.
- **OBTAIN NOTIFICATION LETTERS.** Your company is required to provide the Norfolk Airport Authority with three notifications:
 - **Verification of Hiring-** Your company must obtain and submit a letter from the company that hired you, expressing their intent to use your company for the service you will provided. This letter shall briefly describe the location and type of work your company is expected to perform within the airport and must be on the hiring company's letterhead. (See attached page for example).
 - **Designated Signatory of Authority-** Your company must provide a letter on company letterhead designating at least one person of seniority as a Signatory Authority. This person(s) will be deemed the point of contact for your company and will be required to fill out Section 3 of the application for each individual who will be requesting a SIDA badge. (See attached page for example).
 - Each person(s) designated as an Authorized Signatory must fill out the Designated Signatory Authority Authorization and Information Sheet. This instructional form provides the required training to be the Designated Signatory.
 - Your company is required to immediately provide and up-to-date Designated Signatory of Authority letter to Ms. Shelia Ward, Vice President & Chief Operations Officer for the Norfolk Airport Authority, should there be any changes required.
 - The process of designating a Signatory Authority is much the same as applying for a SIDA badge. The applicant must also undergo SIDA training. For this reason, many companies choose to either obtain a SIDA badge for the Signatory Authority or they choose to designate a senior badged employee of their company as the Designated Signatory Authority.
 - **Authorized Personnel-** Your company must provide a letter on company letterhead listing each person your company is requesting to receive a badge. Please also include next to the employee's name, if escort authorization is needed. Please keep in mind that there must be an operational need for escort privileges, and only 25% of your badged employees can have escort authorization. (Please see page for an example)
 - **There is a \$80.00 fee for each employee requesting a SIDA badge.**
 - If your employer provides an approved Criminal History Record Check, the fee is only **\$60.00** for each employee requesting a SIDA badge.

PAYMENT- The payment and the Authorized Personnel letter, in addition to the Organization Billing Information Form, must be submitted to the Norfolk Airport SIDA Office. Payment can also be submitted via the Online payment portal when available.



SIDA Badge Application Instructions and Check List, cont'd

- **TURN IN YOUR PAPERWORK.** Once all of the above steps have been completed, you must submit your paperwork, along with proper identification, in order to be fingerprinted and for approval to receive training. See the FILL OUT AN APPLICATION section on page 1 for details on proper identification.
 - **Depending on what stage of the process you are in, you will turn in your paperwork to one of the following:**
 - **If you are the Designated Signatory making the initial request for access for your company**, you must complete the package, to include all letters, signatory form, and SIDA application for the signatory, in addition to having the appropriate certificate of insurance. Once this has been completed the designated signatory (no employees) must make an appointment to meet with the Norfolk Airport Authority Vice President & Chief Operations Officer, Ms. Shelia Ward. Copy and paste the following link into your Internet Browser to schedule the appointment. <https://tinyurl.com/ORFSignatoryConsult>
 - Please call 857-3351 or email sward@norfolkairport.com if you have problems scheduling the appointment. The Chief Operations Officer will determine what access level your company needs to have in order to complete your work assignment. Once you have been assigned an access level from the Chief Operations Officer, you will submit all of your signed paperwork to the Norfolk Airport Police Department.
 - **If your company has already been assigned an access level from the Chief Operations Officer and you are an employee listed on the Authorized Personnel and just need to be issued a badge**, you simply submit your paperwork to the Norfolk Airport SIDA Office.

The Norfolk Airport Authority is required to submit a fingerprint-based Criminal History Check on all personnel seeking a SIDA badge. Fingerprints will be taken in the Norfolk Airport Police Department Administration Office between the hours of 8:30am and 2:30pm, Monday through Friday, excluding holidays. It is recommended that you call 757-857-3448 to check the availability before coming for fingerprinting.

- Applicants that have been notified that they have successfully completed the background check and are qualified for a SIDA badge **must obtain their badge within 30 days** from the date of notification.
- All persons receiving a non-restricted SIDA badge will be required to attend driver training. This entails reviewing literature provided by the Norfolk Airport Authority as well as viewing a driver training video. Once you have finished viewing the material, you will be tested. SIDA badge holders with either "Movement Area" or "Non-Movement Area" driver access will be required to complete annual recurrent driver training as directed by the Norfolk Airport Authority.
- Vehicle Insurance Requirement- Unescorted vehicles operated in the Air Operations Area must have a minimum of \$1,000,000 automobile coverage and \$10,000,000 excess third party liability coverage.
- Invalid Airport ID (SIDA)- Persons not issued a valid Airport ID (SIDA) media, who have a legitimate authorized need to enter the restricted areas, may only do so while under positive escort by a person who has a valid Airport SIDA badge with "ESCORT" privileges. A maximum of 5 persons can be assigned to each escort. Positive Escort requires the person being escorted to stay within sight and sound of the approved escort at all times. Should the escorted individuals engage in any unauthorized activity, the escorted person shall be removed from the secured area immediately. If at any time an escort is in danger, or if a security violation is observed, Airport Police is to be notified by phone at 757-857-3344 or radio immediately.

ONCE YOUR WORK HAS BEEN COMPLETED AND YOU NO LONGER NEED ACCESS, YOU MUST RETURN YOUR BADGE TO THE NORFOLK AIRPORT POLICE DEPARTMENT OR THE SIDA OFFICE.

If you have questions, please contact the SIDA office at 757-857-3448 or Vice President & Chief Operations Officer, Ms. Shelia Ward, by phone at 757-857-3351 or by email at sward@norfolkairport.com.



SIDA Badge Request

The following form is required to be submitted by an authorized signatory via email prior to all SIDA badge requests. Please fill out the form in its entirety to be processed by the Norfolk Airport Authority. Unless an organization has prior approval by the Authority to be invoiced, all fees are to be paid with a credit card in the badging office at the time of service. All payments are final.

Once completed, email the form to **both** SIDA@norfolkairport.com and AR@norfolkairport.com

Name of Organization: _____

EIN (Tax ID Number): _____

Signatory Name: _____

Contact Phone: _____

Signatory Email: _____

Select type of badge requested using the drop-down menu:

Applicant full legal name _____

Applicant full legal name _____

Applicant full legal name _____

Applicant full legal name _____

Applicant full legal name _____

Applicant full legal name _____

Applicant full legal name _____

I acknowledge I am the signatory for the applicant(s) listed above, and/or am authorized to request the services above.

Signature: _____

Date: _____

Accounting questions should be directed to AR@norfolkairport.com
Badging questions should be directed to SIDA@norfolkairport.com

Designated Signatory Authorization And Information Sheet

Name of Business: _____

Business Address: _____

Business Phone: _____ Business Fax: _____

Business Description/Type: _____

E-Mail Address: _____

Roles and Responsibilities: (Please initial next to each statement)

- _____ 1. Signatory Authorities will be the designated points of contact between the Norfolk Airport and their respective employer for issues pertaining to SIDA regulations and badging issuances.
- _____ 2. Persons with Signatory Authority designations are required to complete the SIDA training provided by the Airport and to undergo a Security Threat Assessment and Criminal History Records Check prior to obtaining such designation.
- _____ 3. Signatory Authorities must certify that all applicants' normal job responsibilities require the level of SIDA access that is being requested.
- _____ 4. As a Signatory Authority, you may request access authorization and certify the need of others for access. You shall also provide signatures on an original form required by the Airport Police. In the issuance of an identification badge, the Airport relies heavily on the representations and certifications made by the applicants and their supervisors and managers. However, the Airport retains the ultimate authority, right and responsibility to determine an applicant's legitimate need for an identification badge.
- _____ 5. The responsibility for an individual issued an identification badge rests exclusively with the employer whose representative's signature appears on the identification card application form.
- _____ 6. The Airport application for unescorted access authority must be completed by the applicant prior to fingerprinting. The application contains a list of disqualifying offenses with a statement signed by the applicant stating that he/she does not have any disqualifying offenses. The applicant also must sign a statement that imposes a continuing obligation to disclose to the airport operator within 24 hours if he/she is arrested for any disqualifying offense while he/she has unescorted access authority. The employer is also obligated to notify the airport of such arrest or conviction of its employees who possess unescorted access authority.
- _____ 7. Prior to fingerprinting, the Airport must verify the identity of the applicant through two forms of identification. Valid forms of identification can be referenced from the I-9 List of Acceptable Documents. To view this list, visit www.uscis.gov/files/form/i-9.pdf and scroll down to the last page titled "List of Acceptable Documents". At least one of the two forms of ID must have been issued by a government authority and at least one form must have a photo. If the applicant possesses 1 form of identification specifically listed under column A of the I-9 list, then that one ID will suffice (examples include passport,

Permanent Residency Card, etc.).

- _____ 8. The Airport requires that each unescorted person with Airport-authorized unescorted access to SIDAs to display at all times in those areas Airport-issued (or approved) photo identification on their outermost garment above the waist level.
- _____ 9. All persons with unescorted access to the Airport SIDAs are charged with the continuing duty of challenging any person detected in the SIDA who is not displaying an Airport issued (or approved) identification.
- _____ 10. The Airport requires all air carriers, tenants, vendors and contractors to provide immediate notification to the airport when any of the following occurs:
- An individual’s access authority has been revoked or limited
 - An individual’s access medium (i.e. ID/access badge) has been lost or stolen
 - A current identification media holder no longer meets the requirements of employment eligibility as identified in the “Form I-9, Employment Eligibility Verification”. (for example, if a visa authorizing employment has expired)
 - The air carrier, tenant, vendor or contractor becomes aware that the access control system or a component of the system has been compromised or threatened through any means.
 - Any authorized user who observes any failure of an access control mechanism to function as designed and intended.
- _____ 11. Upon the termination or loss of the SIDA badge, it is the employer’s responsibility to notify the Norfolk Airport Police Department (757-857-3344) immediately, but not more than 8 hours, after the termination or loss. SIDA badges that are recovered must be returned to the Norfolk Airport Police SIDA office as soon as possible.
- _____ 12. If an applicant is disqualified from the badging process, that person cannot be escorted into any SIDA area by anyone, regardless of the authority of the escorting personnel.
- _____ 13. Applicants must obtain their SIDA badge within 30 business days of notification by the Norfolk Airport Authority that they have successfully completed the background check and they are qualified to receive a SIDA badge.
- _____ 14. If you have questions, please contact the Norfolk Airport Security Coordinator, Ms. Shelia Ward at (757) 857-3351 or by email at sward@norfolkairport.com.

By signing below, I acknowledge that I have read, understand and agree to the roles and responsibilities of being the Authorized Signatory for the above named company.

Name (Print): _____

Signature: _____ Date: _____

LISTS OF ACCEPTABLE DOCUMENTS

All documents must be UNEXPIRED

Employees may present one selection from List A
or a combination of one selection from List B and one selection from List C.

LIST A Documents that Establish Both Identity and Employment Authorization	OR	LIST B Documents that Establish Identity	AND	LIST C Documents that Establish Employment Authorization
<ol style="list-style-type: none"> 1. U.S. Passport or U.S. Passport Card 2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551) 3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa 4. Employment Authorization Document that contains a photograph (Form I-766) 5. For a nonimmigrant alien authorized to work for a specific employer because of his or her status: <ol style="list-style-type: none"> a. Foreign passport; and b. Form I-94 or Form I-94A that has the following: <ol style="list-style-type: none"> (1) The same name as the passport; and (2) An endorsement of the alien's nonimmigrant status as long as that period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form. 6. Passport from the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI 	OR	<ol style="list-style-type: none"> 1. Driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address 2. ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address 3. School ID card with a photograph 4. Voter's registration card 5. U.S. Military card or draft record 6. Military dependent's ID card 7. U.S. Coast Guard Merchant Mariner Card 8. Native American tribal document 9. Driver's license issued by a Canadian government authority <li style="text-align: center;">For persons under age 18 who are unable to present a document listed above: 10. School record or report card 11. Clinic, doctor, or hospital record 12. Day-care or nursery school record 	AND	<ol style="list-style-type: none"> 1. A Social Security Account Number card, unless the card includes one of the following restrictions: <ol style="list-style-type: none"> (1) NOT VALID FOR EMPLOYMENT (2) VALID FOR WORK ONLY WITH INS AUTHORIZATION (3) VALID FOR WORK ONLY WITH DHS AUTHORIZATION 2. Certification of report of birth issued by the Department of State (Forms DS-1350, FS-545, FS-240) 3. Original or certified copy of birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal 4. Native American tribal document 5. U.S. Citizen ID Card (Form I-197) 6. Identification Card for Use of Resident Citizen in the United States (Form I-179) 7. Employment authorization document issued by the Department of Homeland Security

Examples of many of these documents appear in Part 13 of the Handbook for Employers (M-274).

Refer to the instructions for more information about acceptable receipts.

**NORFOLK AIRPORT AUTHORITY
CONSTRUCTION AND MAINTENANCE ON THE AIRFIELD**

CONTRACTOR'S INSURANCE REQUIREMENTS

- A. The CONTRACTOR shall purchase and maintain with an insurance company licensed and admitted to conduct business within the Commonwealth of Virginia with an A.M. Best Rating of at least "A" and a financial rating of at least "X" using the currently approved Commercial General Liability (CGL) insurance contract on an Occurrence Form; Workers' Compensation and Employers Liability; Business Automobile and Non-Owned and Hired Auto coverage; Pollution Liability if specified; in addition to an Employee Dishonesty Bond if specified that will provide protection from third-party negligence claims and employee dishonesty and the dishonesty of others for the CONTRACTOR's business operations as set forth below which may arise out of or be a result of the CONTRACTOR'S performance of the Work assumed by the CONTRACTOR, all Subcontractors or by any individual or company directly or indirectly employed, leased, rented, hired or used by the CONTRACTOR or Subcontractors or by any individual or company for whose acts the CONTRACTOR or Subcontractors may be liable.
- B. Commercial General Liability (CGL) Insurance, Business Automobile Insurance (BAP), Pollution Liability Insurance if specified, Workers' Compensation and Employers Liability Insurance (WC) to protect the CONTRACTOR, Subcontractors and the AUTHORITY from third-party, employee and volunteer liability claims for bodily injury, personal injury, property damage, products liability, completed operations, the use, loading and unloading of any licensed vehicles and the bodily injury, on site and off site pollution occurrences, occupational sickness or disease including death and disability benefits of the Virginia Workers' Compensation Act arising out of the CONTRACTOR's or Subcontractors completed work or work in progress for at least those limits illustrated below.

Each insurance policy will include the Commonwealth of Virginia's standard Notice of Cancellation requirement as reflected in all insurance policies with a minimum of 45-days notice of cancellation, non-renewal or material change in coverage, limits, deductibles, exclusions, terms and conditions and all other aspects of the placements that would have an affect on the insurance coverages. All changes are to be in an outline format and sent to the AUTHORITY's Executive Director at the AUTHORITY's Administrative Offices by Certified Mail. Copies of all Certificates of Insurance illustrating the minimum insurance requirements will be presented to the AUTHORITY within thirty (30) days of the start of any work under this contract and all insurance policy renewals will be presented to the AUTHORITY within thirty (30) days of the individual insurance policies renewal date.

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All insurance coverages will remain in force for at least one (1) year after the AUTHORITY has accepted the work or has made the final payment, whichever is later, and Certificates of Insurance will continue to be sent to the AUTHORITY to confirm the coverages are in place and are valid.

A Notice and Knowledge of Occurrence Endorsement will be included within the CGL contract along with the Per Project/Per Location Endorsement.

The Permission to Complete and Occupy wording will be included within the Builders' Risk policy.

Commercial General Liability

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit (Any One Fire)	\$100,000
Medical Expense Limit (Any One Person)	\$10,000
Retention or Deductible	None
Hold Harmless Agreement	Existence Stated in CGL Contract

Business Automobile

Liability	\$1,000,000
Medical Payments	\$5,000
Uninsured Motorist	\$1,000,000
Hired, Rented and Leased Autos	\$1,000,000
Non-Owned Autos	\$1,000,000
Retention or Deductible	None
Comprehensive Deductible	CONTRACTOR's Choice
Collision Deductible	CONTRACTOR's Choice

Workers' Compensation and Employers Liability

Workers' Compensation	Statutory Benefits
Employers Liability	\$500/\$500/\$500,000 or Amount Necessary for Excess Liability Underwriters
Retention or Deductible	None

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Excess Third-Party Liability As Specified

General Aggregate	\$10,000,000 up to \$25,000,000
Products-Completed Operations	\$10,000,000 up to \$25,000,000
Each Incident Limit	\$10,000,000 up to \$25,000,000
Retention	None or \$10,000 Maximum

Over and Above these Primary Placements:

Commercial General Liability

Business Auto Liability Including Hired and Non-Owned Auto Liability

Employers Liability

CONTRACTORS' Pollution Liability If Specified

Each Occurrence	\$5,000,000
General Aggregate	\$5,000,000
Retention or Deductible	\$10,000 or Less

Including Coverage for On and Off Site Cleanup and Damages to the AUTHORITY's Property, Property of Others on Site and Property of Others Off Site.

Employee Dishonesty Bond If Specified

Employee Dishonesty	\$500,000
Loss of Money & Securities	\$25,000
Depositors' Forgery	\$500,000
Counterfeit Money and Money Orders	\$25,000
Retention or Deductible	As Per Underwriters Guidelines

The insurance required will be included in the specific coverages and be written for not less than the limits of liability and coverages provided above or required by law, whichever is greater. The Commercial General Liability Insurance shall include Products and Completed Operations insurance on an Occurrence basis. All insurance listed within this Paragraph will contain a manuscript endorsement providing that the insurance coverage will not be cancelled or modified in any way without giving the AUTHORITY at least a 45-day written notice. This written notice will also be given to the CONTRACTOR, ENGINEER AND ARCHITECT.

CONTRACTURAL LIABILITY INSURANCE

The Commercial General Liability Insurance contract as required will include Contractual Liability Insurance applicable to the CONTRACTOR'S obligation.

ACCEPTANCE OF INSURANCE

If the AUTHORITY has any objection to the insurance coverages afforded by or to any other provision of the insurance required to be purchased and maintained by the CONTRACTOR on the basis that such insurance placements do not comply with this Article or the Supplemental Conditions, the AUTHORITY will notify the CONTRACTOR in writing thereof within 15 days of the start of any work. CONTRACTOR and AUTHORITY will

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discuss the objections and the situation will be negotiated between the two parties, with the AUTHORITY's Insurance Consultant, legal advisor, ENGINEER AND ARCHITECT, and/or Insurance Agent/Pool being included in the discussions and negotiations as necessary.

PARTIAL UTILIZATION

If the AUTHORITY finds it necessary to occupy or use a portion or portions of the Work prior to the Final Completion and Acceptance of all the Work, such use or occupancy may be allowed in accordance with the construction document provided that the use or occupancy shall commence after the Property Insurance Company providing coverage on the WORK has had the opportunity to consent by endorsement under the Permission to Complete and Occupy Endorsement of the Builders' Risk contract and the property insurance will not be cancelled or modified or allowed to lapse on account of any such partial use or occupancy.

INSURANCE

As outlined in the above the CONTRACTOR will maintain at their own expense all insurance as required in this agreement with the minimum limits and expanded coverage endorsements and wording as stated. The CGL, Business Automobile and Workers' Compensation placements will not be modified by removing any coverages granted by the standard Virginia approved Insurance Services Organization coverages or forms.

The CONTRACTOR and all Subcontractors will also do the following regarding the placement of insurance for the project:

The AUTHORITY, ENGINEER AND ARCHITECT are to be named as Additional Insureds for the Project.

ACORD Certificates of Insurance that are currently being utilized within the Commonwealth of Virginia are to be sent to the AUTHORITY within thirty (30) days of the start of the work and then thirty (30) days prior to the CONTRACTOR's individual insurance policies renewal dates for each year of the project and then for one year following the acceptance of the project by the AUTHORITY.

The ACORD Certificate of Insurance will illustrate the basic information and include the Project Name, Number and any other information within the Description of Operations/Locations/Vehicles remarks section to clarify the project's name, number and location.

Certified Copies of the Commercial General Liability (CGL); Business Auto Policy (BAP); Workers' Compensation and Employers Liability (WC); Excess Liability (Umbrella); and the Builders Risk contracts (if any) are to be sent to the AUTHORITY within thirty (30) days of the start of any work by electronic transmission. Copies of these insurance contracts are to be sent to the AUTHORITY upon their renewal dates by electronic transmission in addition to the ACORD Certificates of Insurance. All endorsements, warranties, etc. that are included within the insurance contracts are to be attached and included.

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Builders' Risk Property insurance will be secured by the CONTRACTOR and shall be on either an "All Risk" or "Special Causes of Loss" form and shall insure against any and all perils of physical direct loss to the property, excepting the normal exclusions in the form, and including while in transit and property stored on and off site, collapse, damage from faulty workmanship, damage from faulty materials, damage from freezing, surface water, flood, earthquakes, mudslides, theft, vandalism, malicious mischief, false-work, acts of terrorism by foreign operatives, soft costs, demolition, increased cost of construction, the operation of building laws, debris removal, temporary buildings and trailers, underground pipes, flues, property while in transit and other real property placed below the ground, testing and startup of the completed work and shall cover compensation for the damages on a Replacement Cost Basis for the Full Replacement Cost of the Real and Personal Property of the Project both above and below ground. The Builders' Risk policy will include coverage for reasonable compensation for the ARCHITECT's, ENGINEER's and CONTRACTOR's services and expenses required as a result of a direct physical loss to the insured property.

The Named Insured will include the CONTRACTOR, AUTHORITY, ARCHITECT and ENGINEER.

The property being constructed or modified will be included along with materials and equipment which are stored on or off site for the full Replacement Cost of the damaged, stolen or lost real and personal property.

The CONTRACTOR will be responsible for all damages over and above a minimum of \$1,000 per occurrence of loss or damage covered by the property insurance provided by the CONTRACTOR. However, the CONTRACTOR will be totally responsible for all loss or damage arising from theft, malicious mischief, vandalism and domestic terrorism in addition to any and all tools and equipment of the CONTRACTOR or Subcontractor and suppliers of any tier. Higher damage assumptions can be selected by the CONTRACTOR.

Any Loss of Use of the Property will be covered for 100% of its Lost Income and include any Extra Expense exposures for at least \$500,000. The final amount of the payment will be between the AUTHORITY and the CONTRACTOR's insurance carrier. The AUTHORITY will inform the CONTRACTOR of the amount of loss income or extra expense for twelve months after the property damage.

Boiler and Machinery coverages of the AUTHORITY will automatically apply to the work if necessary and at the option of the AUTHORITY. The Boiler and Machinery coverages will include the AUTHORITY, CONTRACTOR, ENGINEER AND ARCHITECT as additional insureds for the work being performed.

HOLD HARMLESS AGREEMENT

CONTRACTOR shall indemnify and save harmless the AUTHORITY, ENGINEER and ARCHITECT and their officers, agents and employees from and against all losses, claims, demands, payments, suits, actions, recoveries and judgments of every nature and description either caused directly or indirectly from the work brought or recoverable against the CONTRACTOR or AUTHORITY or by reason of any act or omission of the

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CONTRACTOR, his agents or employees, in the execution of the work or in consequence of any negligence or carelessness arising out of the work and resulting in any bodily injuries, property damages and personal injuries arising out of the work being performed.

The CONTRACTOR shall assume all risk and bear all loss or injury to real or personal property or persons occasioned by the CONTRACTOR's neglect or accident during the progress of work until the work shall have the completed and accepted by the AUTHORITY. CONTRACTOR shall also assume all responsibility for the direct and indirect physical loss by reason of neglect or violation of any state laws, federal laws, municipal laws, codes, regulations or orders to the property of others. The CONTRACTOR shall give to the proper authorities all required notices relating to the work; obtain all official permits and licenses; and pay all proper fees. The CONTRACTOR shall accept responsibility and make repairs regarding any direct or indirect damages that may have occurred to any adjoining buildings, structures or utilities arising out of the work being performed.

SAFETY AND SECURITY RULES AND REGULATIONS

The CONTRACTOR and all Subcontractors shall abide by and follow all AUTHORITY, TSA, FAA, LOCAL, STATE AND FEDERAL laws, guidelines, rules and regulations pertaining to Safety and Security while operating on the Airport during the term of the work.

**Norfolk Airport Authority
Non-Restricted SIDA Access
Driver Status Application**

Name: _____ Agency: _____

Driver's License State and Number: _____ Expiration Date: _____

Persons who are issued Norfolk Airport Authority Non-Restricted SIDA Access Badge will be designated a Driver Access Level. Please complete the appropriate section below. **Note that driving violations will result in corrective action up to and including the loss of Non-Restricted SIDA badge. I must also notify the Norfolk Airport Authority if my driver's license becomes invalid.** Approval Information is on the back.

Non-Driver

Non-driver status means that the card holder may not operate any type of vehicle in neither the movement nor non-movement areas. Personnel with this status may access the service areas but may not drive onto the ramp leading to the aircraft apron, nor may they operate a vehicle anywhere inside the perimeter fence, unless under continuous escort by a card holder with appropriate driver access.

I understand that I am forbidden to drive any vehicle on the Non-Movement or Movement Areas, to include any portion of the Aircraft Apron, Taxiways, Runways, Airfield, Perimeter Road, nor within the perimeter of the airfield. I also acknowledge that I have reviewed and understand the Norfolk International Airport Guide to Ground Operations.

Print Name	Signature	Date
Witness: Print Name	Signature	Date

Non-Movement Area Driver

Non-Movement Area Cargo Driver

Non-Movement Area Driver Status means the card holder may operate an approved vehicle outside the Movement/Non-Movement boundary. Drivers with this status may not operate on any portion of runways or taxiways. Drivers with this status must meet the requirements outlined in the Norfolk International Airport Guide to Ground Operations. The driver's agency must present a proof of insurance certificate indicating the driver has sufficient insurance coverage as required by the Norfolk Airport Authority. Airline employees must abide by the Guide to Ground Operations, Section 1.1.4.e when towing aircraft onto taxiways. Non-Movement Area Cargo Driver means the card holders are limited to the cargo apron. They cannot access perimeter road, nor any other areas of the AOA other than the cargo apron.

I understand that I must maintain a valid driver's license and am permitted to drive only on the Non-Movement Areas of the airport. I understand that I am forbidden to drive inside the Movement Area. I also understand that I must provide proof of insurance to the Authority and must maintain that approved level of insurance while driving at the airport. I will be required to perform recurrent driver training at least once every 12 months in order to maintain driver status. I also acknowledge that I have reviewed and understand the Norfolk International Airport Guide to Ground Operations.

Print Name	Signature	Date
Witness: Print Name	Signature	Date

Movement Area Driver

Movement Area Driver Status means the card holder may operate an approved vehicle on the movement side of the Movement/Non-Movement boundary. Drivers with this status must meet the requirements outlined in the Norfolk International Airport Guide to Ground Operations. The driver's agency must present a proof of insurance certificate indicating the driver has sufficient insurance coverage as required by the Norfolk Airport Authority.

I understand that I must maintain a valid driver's license and am permitted to drive within the Movement and Non-Movement Areas of the airport. I also understand that I must provide proof of insurance to the Authority and must maintain that approved level of insurance while driving at the airport. I will be required to perform recurrent driver training at least once every 12 months in order to maintain driver status. I also acknowledge that I have reviewed and understand the Norfolk International Airport Guide to Ground Operations.

Print Name	Signature	Date
Witness: Print Name	Signature	Date

**Norfolk Airport Authority
Airside Driver Practical Training Verification**

Driver Name: _____ Agency: _____

Please check the applicable box, and complete the corresponding training.

Non- Movement Area Driver Practical Training **Non- Movement Area Cargo Driver Practical Training**

Trainer will escort the driver to the movement/non-movement boundary line/Cargo boundary lines (if applicable) and will familiarize the driver with the meaning of this boundary line. Trainer will emphasize that the driver must remain on the non-movement side of the boundary at all times. Discuss with driver that ATC clearance is required to drive on perimeter road around the approach end of Runway 23 and answer any questions. For airlines, explain restrictions for towing aircraft onto taxiways in accordance with Ground to Guide Operations Section 1.1.4.e. Must remain in close proximity of aircraft and immediately return to the non-movement area upon disconnecting from the aircraft, when safe to do so.

Training Verification:

I certify the above Norfolk Airport Authority SIDA card holder has satisfactorily completed the minimum Non-Movement Area driver training as described above.

Name of Trainer

Agency

Trainer's Signature

Date

Trainee: _____
Print Name

Signature

Date

Movement Area Driver Practical Training

Trainer will provide Non-Movement Area Driver practical training described above. Additionally, the trainer will accompany the driver to the movement area and will familiarize the driver with the following:

- ATC communications (ground channel and tower channel)
 - Driver must remain in radio contact with Ground/Tower while in movement area.
 - Confirm driver understands phonetic alphabet (may have reference sheet)
 - Confirm driver understands ATC communication procedures
 - Verify driver understands to read back Tower instructions
- Vehicle marking requirements/beacon light
- Aircraft have right of way
- Runway designations
- Taxiway designations
- Verify driver has a copy of the airfield diagram and understand it
- ILS Hold lines
- Runway hold lines
- Taxiway/Runway lights
- Verify driver has Light Gun Signal Chart and understand the meaning of each light signal
- Verify driver understands hold short instructions
- Answer any questions

Training Verification:

I certify the above Norfolk Airport Authority SIDA card holder has satisfactorily completed the minimum Movement Area driver training as described above.

Daytime Trainer- name and signature

Date

Agency

Nighttime Trainer- name and signature

Date

Agency

Trainee: _____
Print Name

Signature

Date