

**FORT WAYNE-ALLEN COUNTY AIRPORT AUTHORITY  
REQUEST FOR QUALIFICATIONS  
PROFESSIONAL ENGINEERING SERVICES  
FWA SELF SERVE FUEL FARM (26-XX)**

**PROJECT SCOPE AND DELIVERABLES**

**Background:** The Fort Wayne Allen County Airport Authority has identified the need to install a self-serve 100LL fuel farm near Hangar 2040 and the West Apron at the Fort Wayne International Airport, see exhibit A. This project is soliciting professional engineering services for design, bid, construction and project closeout for the locally funded self-serve fuel farm.

To be considered, proposal must be received at the offices of the Fort Wayne-Allen County Airport Authority, 3801 W. Ferguson Road, Suite 209, Fort Wayne, IN 46809 by 5 p.m. local time on January 29, 2026. Proposals must be sealed and clearly marked "Professional Engineering Services—FWA Self-Serve Fuel Farm." The Authority reserves the right to reject any and all proposals submitted.

Questions during the solicitation period may be directed to Katie Scherer, Operations Manager, at [kscherer@fwairport.com](mailto:kscherer@fwairport.com). Questions should be received no later than January 20, 2026. Any modifications to this Request for Qualifications will be issued by a written, formal addendum posted to the Authority's website at [www.fwairport.com](http://www.fwairport.com), Airport Business, Solicitations & Bidding.

**Scope of Work:** Design includes installation of an 8,000-to-12,000-gallon 100LL tank on a to be designed concrete pad adjacent the west apron, self-contained drainage, emergency fuel shut off and necessary stormwater mitigations and permitting, fiber installation for Point of Sale system and vehicle gates 34 & 30, lighting and security camera needs. Construction must be completed by September 1, 2026.

The consultant will be expected to procure and or/prepare necessary survey; geotechnical engineering; any special environmental reporting; prepare detailed plans, specifications and cost estimate; print and provide drawings for 50%, for bid and for construction drawings; assist in securing construction bids, analyzing bid results; prepare and negotiate any change orders; represent the sponsor at preconstruction meeting; inspect work in progress no more than two on site visits; make final inspection and submitting report of the completed project to sponsor to include, but not limited to, any reports required by the Owner and any governing agency.

**Cost Proposal:** Based on the scope of work in this solicitation, develop a detailed cost proposal. The cost proposal will need to differentiate between design, bid and construction services as described in the Scope of Work narrative above. Include the consultant's cost to complete the work based on series of lump sum (not-to-exceed) values, including reimbursable expenses for travel, document reproduction, permitting fees, etc.

Assumptions and exclusions, if applicable in proposal, the Consultant must provide corresponding cost for the respective items. At the sole discretion of the Authority, these assumptions and exclusions, in whole or in part, may be included in the awarded contract.

Include a listing of your billing rates that you would propose in the event that an amendment to the scope of work requires an adjustment to your team's cost proposal. The billing schedule shall include, at minimum, job classification, direct rate and profit factor.

**Proposal Format:** The proposal that the vendor submits shall be no more than 10 pages and should include:

1. References to other aviation fuel farms that you have designed within the last 10 years.
  - a. If none, include three project references to include contact name, company and project size and scope.
2. Project schedule for design, bidding and construction that includes completion by September 1. Describe the firm's approach to project delivery.
3. Identify the project manager that will serve as the owner's representative for the project. Provide a resume and/or list of recent relevant projects they have designed.
  - a. List any other key team members and their experience.
4. Identify and list any sub consulting firms that will be used for this project.
5. Describe the firms on time and in budget performance on previous projects.

**Proposal Evaluation:** The proposals will be evaluated and ranked on the basis of the written material submitted. Evaluation criteria will be related to the following and weighted as shown:

<b>Experience of the Firm-35%</b>	
• Experience with Similar Type Work	25%
• Experience with Allen County/Fort Wayne governmental authorities having jurisdiction in project review/approvals.	10%
<b>Staff Qualifications and Capabilities (Include Subconsultant Review)</b>	25%
<b>Cost</b>	20%
<b>Project schedule</b>	20%

## Exhibit A

### FWA Self-Serve Fuel Farm Location



**EXHIBIT B**  
**STANDARD PROFESSIONAL SERVICES AGREEMENT**  
**ENGINEERING SERVICES**  
(Name of Firm)

THIS AGREEMENT made by and between the FORT WAYNE-ALLEN COUNTY AIRPORT AUTHORITY (the "Owner") or ("the FWACAA") and \_\_\_\_\_ (the "Engineer");

WHEREAS, the Owner desires to secure engineering services required for the project(s) described by Exhibit A and Addendum(s), attached hereto and made a part hereof; and,

WHEREAS, the Owner, based on a review of proposals submitted by interested Engineering firms, has selected the Engineer to perform those services required for the project(s) described by Exhibit A and Addendum(s); and,

WHEREAS, the Engineer desires to perform all the necessary professional services in connection with these Projects,

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Owner and the Engineer agree as follows:

**ARTICLE I. PROJECT.**

(a) The Owner agrees to employ, and does hereby employ and engage the Engineer, pursuant to the terms and conditions in this Agreement, to perform for the Owner all necessary professional services incident to the Project(s), the scope of which detailed services and fees are specifically and separately set out by Exhibit A and Addendum(s) which are attached hereto and made a part hereof (the "Project(s)").

**ARTICLE II. OWNER'S RESPONSIBILITIES.**

The Owner further agrees as follows:

- (a) To give the Engineer such information as is pertinent to the Project;
  - (b) To provide access to the real estate and/or facilities of the Owner as required by the Engineer, subject to reasonable notice and airport rules and regulations;
  - (c) To review all studies, reports, sketches, estimates, drawings, specifications, proposals, and other documents presented by the Engineer to the Owner, and to timely respond, in writing, to the documentation submitted for review so as not to delay the work of the Engineer;
  - (d) To advertise for proposals relative to construction contracts, if applicable, and to open the proposals solicited at the appointed time and place, and to pay all costs incident thereto;
  - (e) Designate, in writing, that person who will act as Owner's representative with respect to the work to be performed by the Engineer pursuant to this Agreement;
  - (f) To give prompt, written notice to the Engineer whenever the Owner observes or otherwise becomes aware of any deviations from the scope of the Project;
  - (g) To obtain any necessary approvals or consents from those individuals, entities, authorities, or agencies having jurisdiction over or being necessary for completion of the Project;
- PROVIDED, HOWEVER, that the Engineer shall identify and advise the Owner, in writing, as to those individuals, entities, authorities, and agencies whose approval or consent may be required in order to complete the Project.

### ARTICLE III. ENGINEER'S RESPONSIBILITIES.

- (a) Pursuant to the scope of work identified by Exhibit A and related Addendum(s) the Engineer shall:
  - 1. Prepare such drawings, plans, studies, reports, sketches, estimates, specifications, proposals, and other documentation as is necessary to satisfactorily complete the Project.
  - 2. Attend such Board meetings, conferences, or other meetings with or on

behalf of the Owner and other individuals, entities, authorities, or agencies as may be required, in the judgment of the Owner, by the Project;

3. Prepare and furnish such documentation, as is required by the terms of the Project(s) scope of services, including, but not limited to, all necessary plans and specifications, in accordance with public construction bid requirements, to be provided to bidders and contractors, reports, estimates, and technical papers. All specifications shall be on Windows Microsoft Word (current version). Engineer shall be capable of providing On Line services for the electronic transfer of engineering documents between the Engineers project office and place of business. The Engineer shall provide sets of that documentation required for the Project for the Owner, and shall deliver to the Owner, upon completion of the Project, in addition to any documentation specified in the Project(s), all "As Builts," and/or record drawings for the Project. In addition, the Engineer shall provide "As Builts" in electronic form on PDF format.

Original documents, such as tracings, plans, specifications, maps, basic survey notes and sketches, charts, computations, and other data prepared or obtained under the terms of the contract, are instruments of service and generally will remain the property of the Engineer unless otherwise agreed to by both parties or covered under Exhibit A and Addendum(s). Reproducible copies of drawings and copies of other pertinent data will be made available to the Owner upon request.

4. Comply with all laws, orders, and regulations of any governmental authority relating to its work on the Project for the Owner, including, but not limited to, the rules and regulations adopted by the Owner and all rules and regulations of the Federal Aviation Administration (and specifically, without limitation, TSA Regulations Parts 1542 and FAA 139). Any violation by the Engineer, its employees, suppliers, guests, business invitees, or agents of any rule or regulation which results in the assessment of a fine against the Owner by any authority or agency shall be paid by the

Engineer to the Owner in an amount equal to the penalty assessed;

5. Provide all vehicles and equipment as may be required by the Engineer for work in or around the Fort Wayne International Airport, including, but not limited to, ground control radios.

(b) Attachments A and B contains a certification which must be completed and submitted by the Engineer along with this contract.

#### ARTICLE IV. TERMINATION FOR CONVENIENCE

The Owner may, by written notice to the Engineer, terminate this Agreement for its convenience and without cause or default on the part of Engineer. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Engineer must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Engineer for satisfactory work completed up through the date the Engineer receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Engineer harmless, to the extent permitted by Indiana law, for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

#### ARTICLE V. TERMINATION FOR DEFAULT

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner:** The Owner may terminate this Agreement in whole or in part, for the failure of the Engineer to:

1. Perform the services within the time specified in this contract or by Owner approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project; or
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Engineer must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Engineer must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Engineer for satisfactory work completed up through the date the Engineer receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Engineer harmless, to the extent permitted by Indiana law,



for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Engineer was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Engineer:** The Engineer may terminate this Agreement in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Engineer in accordance with the terms of this Agreement;
3. Suspends the Project for more than [180] days due to reasons beyond the control of the Engineer.

Upon receipt of a notice of termination from the Engineer, Owner agrees to cooperate with Engineer for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Engineer cannot reach mutual agreement on the termination settlement, the Engineer may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Engineer through the effective date of termination action. Owner agrees to hold Engineer harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

#### ARTICLE VI. ENGINEER'S COMPENSATION.

(a) The Owner, for and in consideration of the rendering of Engineer's services on

the Project agrees to compensate the Engineer, in accordance with the provisions set out by Exhibit A and Addendum(s), attached hereto and made a part hereof. All hourly rates, overhead factor, and project profit factor must be separately itemized in addition to a detailed breakdown for the labor hours to be utilized for each classification listed. The Engineer may submit, no more frequently than monthly, an itemized claim detailing services performed in the format outlined in Exhibit A and Addendum(s). Such claim, shall not exceed the compensation detailed in Exhibit A and Addendum(s) unless a written change order has been approved and signed. To the extent that the itemized claim submitted to Owner represents charges incurred by the Engineer from subcontracting firms, testing companies, or otherwise the Engineer shall certify in a manner satisfactory to the Owner that such claims shall be paid by the Engineer in a timely manner.

(b) Engineer shall be reimbursed for out-of-pocket expenditures, including, but not limited to, the cost of all fees paid to governmental authorities or agencies, reproduction of contract documents and such travel and subsistence expenses per the project Addendum.

#### ARTICLE VII. INDEMNIFICATION AND INSURANCE

(a) Indemnification

Engineer shall indemnify, and hold harmless FWACAA, and its members, Directors, Officers, Board, and employees from and against claims, direct damages, penalties, actions and all expenses, including reasonable attorneys' fees and related expenses incurred in the investigation and defense thereof (including statutory liability and liability under Worker's Compensation Laws) to the extent caused by the negligent acts, errors or omissions by the Engineer or its officers or employees, including, but not limited to, any and all claims for damages as a result of the injury to or death of any person or persons, or damages to any property which arises as a

result of any negligent act or omission on the part of Engineer or its officers, employees or agents; provided, however, that Engineer shall not be required to indemnify FWACAA for any injury or damage or loss occasioned by the sole fault or negligence of FWACAA or its Directors, Officers, Board, agents, members, servants and employees. Notwithstanding the above, the Engineer shall have no upfront duty to defend FWACAA but shall reimburse FWACAA for reasonable defense costs of FWACAA Engineer shall not be liable for any loss due to terrorism.

(b) Each provision of this agreement which contains an indemnification obligation is hereby amended to limit such indemnification obligation so as not to exceed the amount and/or extent of such obligations permitted by applicable law including the limitations provided by Indiana Code § 26-2-5-1, as applicable.

(c) Insurance Required

Throughout the term of this Agreement, Engineer, for itself and its officers, representatives, agents, employees, guests, patrons, subEngineers, licensees, invitees, and suppliers shall maintain in full force and effect the forms of insurance specified in Attachment C.

In the event the Engineer does not have the required certificate(s) of insurance or binder(s) evidencing the proper insurance coverage, or the required insurance coverage lapses, this Agreement shall immediately be terminated at FWACAA's option upon FWACAA providing the Engineer ten (10) days prior written notice.

## Article VII. ENVIRONMENTAL LAWS

### (a) Compliance

Engineer, at its own expense, shall ensure that Engineer and Engineer's officers, representatives, agents, employees, guests, patrons, subEngineers, licensees, invitees, and suppliers that come in contact with the Project comply with all present known Environmental Laws, and any amendments thereto, affecting operations on the project. Engineer shall not knowingly cause any substance designated by the United States Environmental Protection Agency as an "Extremely Hazardous Substance" or "Toxic Chemical" to be used, generated, manufactured, produced, stored, brought upon, or released, on, under or about the project, or transported to and from the Project. Engineer shall promptly notify Owner of any known action or condition that is contrary to any prohibition in the previous sentence. "Environmental Laws" means laws, rules, regulations, , ordinances, , and airport guidance documents, directives, policies (whether enacted by any local, state or federal governmental authority, or by Owner) now in effect that deal with the regulation or protection of the environment (including the ambient air, ground water, surface water and land, including subsurface land and soil), or with the generation, handling, storage, disposal or use of chemicals or substances that could be detrimental to human health, the workplace, the public welfare, or the environment that are applicable to the Project. "Release" means any releasing, disposing, discharging, injecting, spilling, leaking, leaching, pumping, dumping, emitting, escaping, emptying, seeping, dispersal, migration, transporting, placing, and actions of similar nature, including without limitation, the moving of any material through, into or upon any land, soil, surface water, ground water, or air, or otherwise entering into the

environment.

(b) Indemnity

Engineer shall indemnify, and hold harmless Owner, its employees, Directors, Officers, Board, from and against liability, loss, direct damages, reasonable expenses, penalties and costs to the extent caused from or related to a claim or action for injury, liability, breach of representation, or damage to persons or property and claims or actions brought by any party or governmental authority of any kind, directly caused by the Engineer's contamination of, or adverse effects on the environment caused by Engineer's work on this Project. This obligation includes but is not limited to reasonable costs and expenses related to investigation and/or cleaning up the all land, soil and underground or surface water as required under law. Engineer's obligations and liabilities under this paragraph shall continue during the performance of the Project. This indemnification of Owner by Engineer includes reasonable costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material located on the Project or present in the soil or ground water on, under, or about the Project directly caused by the Engineer. The parties agree that Owner's right to enforce Engineer's promise to indemnify is not an adequate remedy at law for Engineer's violation of any provision of this paragraph; Owner shall have all the rights and remedies set forth in this Agreement as well as all other rights and remedies provided by law.

ARTICLE VII. GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, 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 shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

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

#### **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 (hereinafter referred to as the “Contractor”) 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 U.S.C. § 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) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 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 U.S.C. § 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 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 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 U.S.C. § 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;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, *et seq.*).

#### **Compliance with Nondiscrimination Requirements**

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes Engineers) 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.
2. **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, creed, sex, age, or disability 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 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 including amendments thereto.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will



permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such 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 Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

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

Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States

ARTICLE XI. SUCCESSORS AND ASSIGNS.

The Owner and the Engineer each binds himself, his partners, successors, assigns, and legal representatives to the other party to this Agreement, and to the partners, successors, assigns, and legal representatives of such other party in respect of all covenants of this Agreement. Neither the Owner nor the Engineer shall assign or transfer his interest in this Agreement without the written consent of the other; notwithstanding the foregoing, Engineer shall have complete authority and responsibility for all subcontractors that Engineer, in its sole discretion, deems necessary to complete the Project without consent of Owner.

ARTICLE XII.

This contract shall be effective upon execution and shall run through the completion of the services as defined in the scope of work.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

FORT WAYNE-ALLEN COUNTY  
AIRPORT AUTHORITY

BY: \_\_\_\_\_

BY: \_\_\_\_\_  
Scott D. Hinderman, A.A.E.

ITS: \_\_\_\_\_

ITS: Executive Director of Airports

ATTACHMENT A

CERTIFICATION OF ENGINEER

I hereby certify that I am the Engineer and duly authorized representative of the firm \_\_\_\_\_  
\_\_\_\_\_, whose address is \_\_\_\_\_  
\_\_\_\_\_, and that neither I nor the above firm I  
here represent has:

(a) Employed or retained for a commission, percentage, brokerage, contingent fee, or  
other consideration, any firm or person (other than a bona fide employee working solely for me or the  
above consultant) to solicit or secure this Contract,

(b) Agreed, as an express or implied condition for obtaining this Contract, to employ or  
retain the services of any firm or person in connection with carrying out the Contract, or

(c) Paid or agreed to pay to any firm, organization, or person (other than a bona fide  
employee working solely for me or the above consultant) any fee, contribution, donation, or  
consideration of any kind for, or in connection with, procuring or carrying out the Contract; except as here  
expressly stated (if any):

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

Attachment B

**INDIANA LEGAL EMPLOYMENT DECLARATION**

The State of Indiana has enacted a law (I.C. 22-5-1.7) requiring the Fort Wayne-Allen County Airport Authority to require the following before renewing or entering into contracts for services:

This Declaration serves as notice that all Contractors performing services must, as a term of their contract:

1. Enroll in and verify the work eligibility status of newly hired employees of the contractor through the E-Verify programs (but is not required to do this if the E-Verify program no longer exists); and
2. Verify, by signature below, that the Contractor does not knowingly employ unauthorized aliens.

By signing below, this affidavit becomes a part of and is incorporated into any contract for services that your firm currently has with the Fort Wayne-Allen County Airport Authority.

I, \_\_\_\_\_, a duly authorized agent of \_\_\_\_\_ (name of Company), declare under penalties of perjury that \_\_\_\_\_ (name of Company) does not employ unauthorized aliens to the best of its knowledge and belief.

\_\_\_\_\_  
(Name of Company)

By: \_\_\_\_\_  
(Authorized Representative of Company)

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires: \_\_\_\_\_

County of Residence: \_\_\_\_\_

\_\_\_\_\_  
Notary Public – Signature

\_\_\_\_\_  
Notary Public – Printed Name

**PLEASE SEE [Home](#) | [E-Verify](#) FOR  
INSTRUCTIONS AND ELECTRONIC REGISTRATION FOR E-VERIFY.**

## Attachment C

### INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification, Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives or employees.

#### **I. INSURANCE REQUIRED**

At all times during the Term of this Agreement (except as otherwise provided), Consultant shall obtain and maintain in full force and effect, with a company or Companies authorized to transact the business of insurance in the State of Indiana, of sound and adequate financial responsibility, with a rating of at least A-, VII, from A.M. Best Co., in Best's Rating Guide, selected by Company and reasonably acceptable to FWACAA, the following insurance (either as part of any other policy or policies carried by Company, or separately):

##### **A. Commercial General Liability Insurance -**

A commercial insurance policy or policies covering liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under and insured contract (including the tort liability of another assumed in a business contract) with the following limits:

Per Occurrence	\$1,000,000
General Aggregate (subject to a per project general aggregate provision)	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal and General Advertising Injury	\$1,000,000

**B.** Commercial Auto Liability Insurance-\$1,000,000 per Accident combined single limit coverage for bodily injury or property damage

**C.** Workers Compensation Insurance-

(1) Workers compensation coverage and limits as statutorily required by the state of Indiana and all other applicable states of operation.

(2) Employers Liability limits of at least \$1,000,000 per accident and \$1,000,000 for each disease.

**D.** Excess Liability-\$5,000,000 in excess liability or Umbrella liability covering underlying policies for Commercial General Liability, Business Auto, and Employers Liability. Policy shall be following form of underlying policies.

**E.** Professional Liability Insurance-\$1,000,000 to cover all professional services provided by the Consultant for this project.

## **II. CERTIFICATES**

Upon or prior to the commencement of the Term of this Agreement and at least annually thereafter Consultant shall furnish to FWACAA certificates of insurance showing to FWACAA's satisfaction the amount and type of the insurance then in effect that is required to be procured and maintained by it hereunder and stating the date and term of the policies. Certificates evidencing any renewal, replacement or extension of any or all of the insurance required hereunder, shall be delivered by Consultant to FWACAA not less than thirty (30) days prior to the expiration of any policy of insurance renewed, replaced or extended by the insurance represented by any such certificate.

## **III. ADDITIONAL INSURED**

All commercial general and automobile liability required by this Article shall be procured and maintained in the name of Consultant and shall add FWACAA, its Directors, Officers, Board, members, and

employees as additional insureds as their interests appear for liabilities arising out of conduct of the Consultant. All policies required under this Article for property shall provide for payments of the losses to Consultant and FWACAA as their respective interests may appear.

#### **IV. PRIMARY AND NON-CONTRIBUTORY INSURANCE**

All insurance policies required to be procured and maintained by Consultant, with the exception of Workers Compensation and Employers Liability shall provide or be endorsed to provide:

- A. Consultant's insurance coverage shall be primary insurance with respect to FWACAA, its Directors, Officers, Board, members, and employees. Any insurance or self-insurance maintained by FWACAA is excess of and noncontributing with Consultant's insurance.
- B. Consultant's insurance coverage shall state that Consultant's insurance shall apply separately to each insured except with respect to the limits of the liability and shall contain no cross-liability exclusions.

#### **V. WAIVER OF SUBROGATION**

Each party hereto waives all claims for recovery from the other party for any loss or damage to any of its property on or about the Premises insured under valid and collectible insurance policies to the extent of any recovery collected from such policies. All policies required under this Article shall provide or be endorsed to provide that the insurer agrees to waive all rights of subrogation against FWACAA, its Directors, Officers, Board, members, and employees.

