



Airport Authority of the City of Gulf Shores

**Request for Qualifications (“RFQ”)
for
Professional Architecture and Engineering On-Call Services
at
the Gulf Shores International Airport**

RFQ #2025-0725

Friday, July 11, 2025

Airport Authority of the City of Gulf Shores

Request for Qualifications ("RFQ") for Professional Architectural and Engineering On-Call Services

RFQ No. 2025-0725

Gulf Shores International Airport ("JKA") is seeking qualified consultants with airport experience to provide architectural and engineering services in support of multiple capital projects. The Airport Authority of the City of Gulf Shores hereby requests Statement of Qualifications ("SOQ") from architectural firms and civil engineering firms for professional services relating to Capital Improvement Projects. It is anticipated that a minimum of two firms will be selected for architectural services, and a minimum of two firms will be selected for engineering services. Firms who wish to submit for both architectural and engineering services shall submit separate Statement of Qualifications for each category. The successful respondents shall be on-call and shall provide services only as needed and requested by the Authority.

Interested firms should obtain the RFQ from the JKA Airport website, <https://www.gulfshoresal.gov/1871/Bids-and-Proposals> Statement of Qualifications must be prepared and submitted in accordance with the guidelines contained in the RFQ, until **5:00 P.M. Central Time on Friday, July 25, 2025.**

All Proposers shall endeavor to afford Disadvantaged Business Enterprises (DBEs) a reasonable opportunity to provide these services. If a particular project will be funded, at least in part, with federal AIP or BIL funds, then the Authority is expected to establish a project goal for DBE participation by the successful Proposer. In addition, disadvantaged and minority business enterprises will be afforded full opportunity to submit Statement of Qualifications in response to this solicitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

The Airport Authority of the City of Gulf Shores reserves the right to waive any informalities, technicalities, or irregularities in a Statement of Qualifications, or to reject any and all Statement of Qualifications, or to re-advertise for Statement of Qualifications and to award or refrain from awarding Contracts for the services specified.

The Airport Authority of the City of Gulf Shores, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Proposers, 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 RFQ and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Airport Authority of the City of Gulf Shores

Request for Qualifications for Professional Architectural and Engineering On-Call Services

RFQ No. 2025-0725

The Airport Authority of the City of Gulf Shores (the "Authority") invites architectural firms and engineering firms (the "Proposer") to submit a Statement of Qualification to perform separate services for professional architectural services and engineering services related to Capital Improvement Projects at the Gulf Shores International Airport ("JKA") on an on-call basis for a specific term. Firms are permitted to submit for both services, but must submit separate Statement of Qualifications.

All Statement of Qualifications must be prepared and submitted in accordance with the following instructions and requirements.

Section A: Instructions for Proposers

1. Authority Contact

The Authority's Airport Director, Mr. Jesse Fosnaugh, is the primary contact for this Request for Qualifications ("RFQ"), and will provide written information and answers to questions concerning the content of this RFQ in response to questions submitted via the Euna E-Procurement Portal that are received no later than the close of business on **July 18, 2025**. Please reference this RFQ Number 2025-0725 in your email subject line. Copies of all written responses by the Authority will be provided to all firms of record who have requested a RFQ package.

2. Statement of Qualification Format and Content

- a. The Statement of Qualification will be limited to a maximum of 35 written pages with a minimum 10-point font size, plus the completed compliance and certification forms – Section E, Attachments "A", "B", "C", "D" and "E". Firms submitting for both architectural services and engineering services shall submit separate Statement of Qualifications, with each Statement of Qualification following this format and content.
- b. One PDF version of the Statement of Qualification must be submitted by email prior to the due date.
- c. The Statement of Qualifications shall consist of a clear, concise, and relevant presentation of requested information, which shall easily demonstrate the Proposer's compliance with this RFQ.
- d. The Proposer's Statement of Qualification will be attached to and made a part of the written contract with the Authority, except to the extent the Statement of Qualification is modified by

the written agreement of the parties or is inconsistent with the contract, and must include information concerning the following:

- i. Background of Proposer; including professional qualifications, breadth of services offered, financial resources, depth of personnel, office location(s), and reputation for timeliness, cost control, integrity and competence.
 - ii. Recent experience (no earlier than 2015) of Proposer in undertaking similar work and services, especially for public agencies and airports, on an “on call” basis or an individual project basis, in providing some or all of the types of services for the projects listed in Section B.5 below. Include name of client, contact person and phone number and/or email address, nature of project/work, the office or branch of your firm performing the work, date of completion, and whether Proposer was a prime or sub-consultant. Proposer should specifically identify (by asterisk or otherwise highlight) three recent contracts that best represent the Proposer’s ability to provide the requested services. Please include the firm’s key personnel involved in the identified projects.
 - iii. Identify the office(s) that will provide these services. If a branch office will do the work, the identity and capability of such office to perform independently of the home office; and/or the nature of, and capability to obtain, necessary support from the home or another branch office.
 - iv. Identification of key personnel, in particular the Project Executive, Project Manager(s), and the lead architects/engineers by discipline. Include the experience of each team member in the role identified. Include office location of all such individuals.
- e. Firms must specifically identify on the Statement of Qualification cover sheet which discipline (Architectural or Engineering) the firm is qualified for and interested in providing services to the Authority under this solicitation.**

3. Submission and Opening Statement of Qualifications

- a. **Deadline to Submit RFQ.** The Statement of Qualification, without any information on proposed man-hours, costs or fees, must be submitted via the Euna E-Procurement Portal (<https://gulfshores.bonfirehub.com/portal/?tab=openOpportunities>) **5:00 P.M. Central Time on Friday, July 25, 2025.**
- b. **Only Submittals Received by Deadline to be Considered.** Only Statement of Qualifications received by email prior to the date and time specified in Section 3(a) above shall be considered. Statement of Qualifications received after said time and date will be rejected. There shall be no public opening of any Statement of Qualification submissions.
- c. All Statement of Qualifications submitted pursuant to this RFQ will become property of the Authority and will not be returned. Trade secrets or proprietary information submitted by a Proposer is subject to Alabama Public Records Act, Al. Code §36-12-40.

- d. By submitting a Statement of Qualification, the Proposer consents and agrees that, notwithstanding any express or implied claim of copyright, any and all Statement of Qualification documents submitted to the Authority are not subject to copyright and, as such, may be copied; however, the release of such documents shall be governed by applicable law, in particular the Alabama Public Records Act, Al. Code §36-12-40.

Section B: Additional Information to Assist Respondents

1. Schedule for Statement of Qualifications Process

Item	Date
Advertise for Statement of Qualifications	July 11, 2025
Deadline for RFQ questions (See Section A(1) for details)	July 18, 2025
Statement of Qualifications due date (See Section A(3)(a) for details)	July 25, 2025 (5:00pm CT)
JKA Recommendation to Board	August 1, 2025

2. Background

The Authority is seeking a minimum of two architectural firms and a minimum of two engineering firms which would be capable of providing general assistance, studies, planning, design, bidding, construction administration, construction management, inspection, peer and other reviews, testing, survey and other engineering and/or architectural assistance related to a variety of Capital Improvement Projects. JKA launched commercial air carrier service on May 21, 2025 and anticipates a series of new airport capital projects related to the new air carrier service. The current 5-year Airport Capital Improvement Plan (“ACIP”) is attached as Exhibit 2.

Pursuant to Alabama law, Airport Authority of the City of Gulf Shores procurement regulations, and FAA regulations, the contract would be for a term of three years with a sole option by the Authority to continue the contract for up to two additional one-year terms, subject to mutual agreement regarding fees and charges for each of the option terms and each individual project.

The on-call services of the successful Proposer(s) will be provided only “as needed and requested” by the Authority; there is no guarantee that the successful Proposer(s) will perform work for the Authority; the contract shall not be exclusive.

The Authority specifically retains the right to cancel all or part of any project and/or any phase of a project with or without cause, paying the successful Proposer for all work satisfactorily performed up to the date of cancellation.

Proposers are also advised that the Authority will seek federal AIP/AIG funds, Alabama DOT funds, and PFC funds for any or all the projects for which Proposer may be requested to provide services. In such

case, Proposer shall comply with all applicable rules, regulations, procedures, reporting requirements, etc. related to the acceptance, use and/or expenditure of such funds.

3. Reservation of Rights

The Authority specifically reserves the right to enter into a non-exclusive contract or contracts with one or more firms responding to this RFQ or another RFQ for all or part of the work referenced herein. It also specifically reserves the right not to enter a contract with any firm responding to this RFQ, but rather reject all Statement of Qualifications and, in its sole discretion, to re-advertise for Statement of Qualifications for any part or all the project referenced in this RFQ.

Further the Authority specifically reserves the right to use or not use the Successful Proposer's services, as it sees fit. The contract shall not be an exclusive contract, nor shall it entitle the Successful Proposer to the right to perform any services for Authority. There is no minimum or guaranteed amount, level or type of services that Successful Proposer shall be requested to provide.

4. Scope of Work

The selected architectural firms and engineering firms will be required to perform planning, programming, studies, design, construction administration (CA) services on an as-needed basis, to support the Authority's 5-year Airport Capital Improvement Plan. Individual projects will be identified by Authority staff for implementation under the Capital Program, and there will be airport capital projects that may not be listed in the current ACIP. Projects will differ in size, scope and complexity. At any given time, there may be a number of projects in various stages of implementation. The selected architectural firms and engineering firms will be required to manage all projects in all phases simultaneously, and to coordinate with Authority staff and the construction contractors.

- a. **Design / Engineering Scope of Work.** The Design / Engineering services scope of work may include, but is not limited to:
 - Perform planning and design services with emphasis on architectural, civil, structural, mechanical and electrical type of work, including for projects contained in the ACIP.
 - Facilitate design meetings and prepare meeting minutes.
 - Prepare and present periodic project status updates to JKA management, as requested.
 - Perform project assessments, alternative analysis, and cost benefit analysis.
 - Develop construction documents and specifications adhering to FAA, Alabama DOT, City of Gulf Shores, and Authority standards and requirements.
 - Assist with bidding and reviews of construction contracts.
 - Prepare independent cost estimates.
 - Prepare schedules and phasing plans.
- b. **Construction Administration Scope of Work.** The Construction Administration services scope of work may include, but is not limited to:
 - Review and approve shop drawing submittals.

- Assist with reviews of contractor documents.
- Prepare, respond to and/or review: meeting minutes, correspondence, scope of work and cost Statement of Qualifications, change orders, schedules, Requests for Information (RFIs), submittals, adjustments, test data, project data, etc.
- Facilitate/attend construction meetings and prepare meeting minutes.
- Prepare and present periodic project status updates to Authority management, as requested.
- Perform on-site examination of materials, equipment, and workmanship.
- Keep the Authority informed of the progress of the work, and guard the Authority against defects and deficiencies in such work and will disapprove or reject work failing to conform to the contract documents.
- Provide quality control services during the course of construction to assure the overall technical correctness of the construction services are being followed and construction schedule is being met.
- Arrange and coordinate special inspections for structural, mechanical, and electrical work as required.
- Prepare independent cost estimates.
- Upload project related documentation into the Authority's electronic filing system in a timely manner.
- Review contractors' payment requests.
- Conduct substantial completion inspections and create a list of items to be completed or corrected.
- Conduct final completion inspections and ensure completion of all items identified during the substantial completion inspections.
- Develop record documents.
- Perform close-out related services.
- Participate in warranty inspections.

c. **Architectural Services Scope of Work.** The Planning, Design and Construction Administration for projects including, but not limited to:

- Projects in the 5-year ACIP
- Passenger terminal improvements and expansions
- New Aviation Facility Projects
- Demolition, Renovation, Expansion and Maintenance/Repair Projects
- Tenant Improvement Projects
- Building Systems Projects including Civil, Mechanical, Electrical, Plumbing, etc.
- Landscaping projects
- Baggage Handling Systems
- Aviation Technology Systems
- Aviation Security Systems
- Fire Life/Safety Systems
- Vertical Transportation Systems

- Signage Systems
 - Underground and above ground utilities (water, sewer, electrical, etc.) that support the aviation facilities
 - Environmental Services (asbestos, mold, lead paint abatement, monitoring wells, etc.)
 - Americans with Disabilities Act (ADA) modifications
 - Cost Estimating
 - Inspection Services
 - Preparation of Lease Exhibits
 - Planning Studies related to Aviation Facilities
 - Review of JKA business partner's Tenant Improvement Projects for conformance to standards.
 - Third Party Consultant Fee Review
- d. **Engineering Services Scope of Work.** The Planning, Design and Construction Administration for projects including but not limited to:
- Projects in the 5-year ACIP
 - New Airfield Projects, including taxiways, taxilanes, runways, aprons, airfield lighting and signage, and airside roadways
 - Landside Engineering Projects, including grading, drainage, utilities, site lighting, roadways, parking, and other landside support facilities
 - Demolition, Reconfiguration, Rehabilitation, Expansion and Maintenance/Repair Projects
 - Earthwork Projects
 - Runway and Taxiway Asphalt Pavement Overlay and Rehabilitation
 - Utility Projects (water, sewer, electrical, stormwater etc.)
 - Americans with Disabilities Act (ADA) modifications
 - Airfield roadway and Airfield Striping and Markings
 - Landscaping Projects
 - Aircraft Parking Systems
 - Grading and Drainage Systems
 - Safety and Security Systems (loop detectors, barriers, attenuators, etc.)
 - Airfield Maintenance repairs
 - Cost Estimating
 - Inspection Services
 - Surveys and Soils reports
 - Review of JKA business partner's Tenant Improvement Projects for conformance to standards
 - Third Party Consultant Fee Review

5. Contract Administration

It is anticipated that for the provision of some services, the Successful Proposer will be paid on an hourly basis or estimated fee as negotiated and incorporated into the contract by written amendment.

When required, fees will be subjected to independent fee estimates (IFE).

6. Schedule

It is anticipated that the Authority will award the contract for these professional consulting services in accordance with Section B.1.

7. Other Projects

The Authority anticipates that work on other projects, perhaps involving other Consultants, will be undertaken during the time the Successful Proposer is undertaking services pursuant to this Contract. The Successful Proposer shall cooperate with and provide whatever relevant information may be required, if any, by other consultants and contractors working for the Authority.

8. DBE Participation

On federally funded projects, the Airport Authority of the City of Gulf Shores generally establishes a DBE goal for both the professional services and the construction contract for each project. If the successful Proposer is involved in such a federally funded project, it will be tasked with meeting the DBE goal proposed by the Authority for such project.

In such case, the Proposer shall make good faith efforts, as defined in Appendix A of 49 CFR Part 26, to subcontract the dollar value of the prime contract to small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE) equal to or exceeding the goal established by the Authority. Individuals who are rebuttably presumed to be socially and economically disadvantaged include women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans. If the Proposer fails to achieve the contract goal stated herein, it will be required to provide documentation demonstrating that it made a good faith effort to do so.

The Authority's DBE Program and Plan will be made available as part of any scope of work and fee proposal for requested services.

9. Federal Fee Review Requirements for AIP / AIG Funded Projects

Federal Grant Regulations require that an independent fee review (IFE) be undertaken by the Authority for any AIP funded contract where the Consultant's fee will meet or exceed \$100,000. The successful Proposer shall fully and completely cooperate and participate in any such process.

Section C: Evaluation and Selection Process

1. Initial Evaluation of Statement of Qualification

Based on the written Statement of Qualifications received and the applicable evaluation criteria specified below, two or more Proposers deemed fully qualified, responsible and suitable to provide the requested services will be identified for further consideration.

All other Proposers shall be notified that they were unsuccessful.

2. Online or In-Person Presentation

At the Authority's option, it may require some or all Proposers to participate in an online or in-person presentation process. These presentations will be conducted by the Authority, either at the Authority's offices or via an online meeting platform, and will be no longer than ninety minutes in length, with a minimum of thirty minutes being reserved for questions by JKA. The online or in-person presentation will provide an opportunity for the Proposer to clarify or elaborate on the Statement of Qualification. This is a presentation and explanation session only and will not include negotiation.

The Authority will schedule the time and location of these presentations and notify Proposers selected for the presentations of their appointment times and location. Presentations are an option of the Authority and may or may not be conducted.

Should a Proposer receive a request for a presentation, the evaluation criteria relative to the presentation will be detailed in a written notice of the request.

The executive/partner/principal of Proposer assigned to the contract, as well as other key personnel shall be required to participate in the presentation. No sales, business development or marketing personnel shall be present.

Proposers are cautioned that presentations are at the sole discretion of the Authority, and the Authority is not obligated to request or require such. Accordingly, Proposers should submit Statement of Qualifications that are as comprehensive as possible yet concise and to the point, clearly describing the details of services that the Proposer intends to provide to the Authority and responding to the requirements of this RFQ. This RFQ does not commit the Authority to pay costs or expenses of any kind incurred by the various Proposers during Statement of Qualification preparation, submittal or presentations, if any. Proposers to this RFQ are neither required nor encouraged to prepare speculative creative examples.

Based upon the written Statement of Qualifications, the applicable evaluation criteria specified below, and the presentations (if applicable), JKA will rank those firms which have been interviewed.

3. Statement of Qualification Evaluation Criteria

A minimum of two architectural firms and a minimum of two engineering firms will be selected through a qualifications-based selection process based on the criteria below. Sub-criteria are listed in order of importance in relation to services. Gulf Shores International Airport project experience is not required.

- a. **Design / Engineering Services Experience of the Firm (30 points):** The experience and qualifications of your firm in providing aviation design services for similar projects.
- b. **Construction Administration Experience of the Firm (5 points):** The experience and qualifications of your firm in providing aviation construction administration for similar projects.
- c. **Design / Engineering Services Experience of the Key Personnel (25 points):** The prior aviation experience and qualifications of the key personnel expected to be assigned in providing design services to JKA for similar projects.
- d. **Construction Administration Experience of Key Personnel (5 points):** The experience and qualifications of the key personnel expected to be assigned in providing construction administration services for similar projects. Identify each team member's role in the projects identified. Include assigned CA personnel if different from personnel performing design services.
- e. **Staffing Information for Key Personnel (20 points):** Organization chart showing key personnel, current professional licenses or certifications, and assigned roles for both Design / Engineering and Construction Administration Services under the proposed on-call services agreement.
- f. **Reference Check (15 points):** Use the form provided (**Section E, Attachment C**) to provide three references (it is required that no more than one be a Gulf Shores International Airport project).

Section D: Contract Award

1. General

The Authority specifically reserves the right to enter into a contract or contracts for the on-call services with one or more Proposers, to reject all Statement of Qualifications for this specific contract, and/or to issue a new Request for Qualifications at any time for future projects or services.

2. Contract Award

JKA is expected to make a recommendation of contract award to the Airport Authority of the City of Gulf Shores for its consideration and approval as contained in Section B.1.

3. Rejection of Statement of Qualifications

The Authority reserves the right to accept or reject any and all Statement of Qualifications, and to waive any informality in any Statement of Qualification. The Authority reserves the right to negotiate with the selected Proposer to best serve the needs of the Authority.

4. Execution of Master Services Agreement (“MSA”)

The Successful Proposer shall be required, within twenty-one (21) calendar days after the receipt of a notice of contract award and the proposed contract, to execute and return the MSA, as well as any required insurance documentation and the Certification of Engineer/Architect (see Section “E” Attachment “B”). If Successful Proposer fails to execute and return the MSA, insurance, and Certification on time, the JKA Staff may rescind the award.

5. Final Award

The award shall not be final and effective, nor shall the Authority be legally bound, until the Authority has approved the award, the FAA has approved the award if desired by the Authority, and the MSA has been the fully executed by all parties and returned to the successful Proposer.

6. No Briefing of Respondents

The Authority uses a panel format for evaluations of all Statement of Qualifications and interviews; as a result, no single individual is responsible for determining the ranking of the various Proposers, nor is a single individual privy to each panelist’s ideas concerning the strengths or weaknesses of each Proposer’s Statement of Qualification and presentation. Therefore, no debriefing by or regarding Proposers will occur.

Section E: Attachments

ATTACHMENT A - COMPLIANCE FORM

Compliance with Alabama General Statutes

The Proposer must comply with Alabama General Statutes and be authorized to do business in the state of Alabama. If the Proposer is not authorized to do business in the State of Alabama, please attach an explanation. Proposers who are not authorized to do business in the State of Alabama may be disqualified.

Please indicate one of the following:

- A. _____ Proposer confirms that Proposer is an Alabama business entity organized and authorized to transact business in Alabama.
- B. _____ Proposer confirms that Proposer is an out-of-state (foreign) business entity authorized to transact business in Alabama.
- C. _____ Proposer is not authorized to do business in Alabama, but represents that the Proposer is not barred from obtaining approval to do business in Alabama.

Please attach additional sheets of paper if more space is needed to explain why such Proposer is not authorized to transact business in Alabama.

NAME OF BIDDER: _____

ADDRESS: _____

SIGNATURE: _____

NAME: _____

EMAIL: _____

ATTACHMENT B - CERTIFICATION OF ENGINEER / ARCHITECT

I hereby certify that I am the _____
and duly authorized representative of the firm of _____ whose
address is _____ and that neither

I nor the above firm I here represent has:

- a. employed or retained for a 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 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):

I acknowledge that this certification is to be furnished to the Federal Aviation Administration of the United States Department of Transportation in connection with this contract involving participation of Airport Improvement Program (AIP) funds and is subject to applicable state and federal laws, both criminal and civil.

By: _____

Title: _____

Date: _____

ATTACHMENT C - REFERENCE FORM

Indicate below a listing of three recent references for which you have provided this type of service for airport organizations. By providing this information, you consent to JKA contacting these references.

Reference #1

Entity Name: _____

Address: _____

Telephone/Email: _____

Contact Name & Title : _____

Term of Contract: _____

Date of Service: _____

Reference #2

Entity Name: _____

Address: _____

Telephone/Email: _____

Contact Name & Title : _____

Term of Contract: _____

Date of Service: _____

Reference #3

Entity Name: _____

Address: _____

Telephone/Email: _____

Contact Name & Title : _____

Term of Contract: _____

Date of Service: _____

ATTACHMENT D - RIGHTS IN DATA AND RIGHTS IN INVENTIONS

Proposer, by submitting this Statement of Qualification, to the Authority to perform services associated with or in requirement of the conditions stated in this Statement of Qualification does, by affixing their authorized signature on the lines provided below, agree to the following:

1. That no sole rights to data provided in the submission or in fulfillment of contract requirements exist within the domain of the Proposer.
2. That all data provided in the submission or in the documents provided in fulfillment of this Contract become the property of the Authority for its use and benefit.
3. That no data submitted in documents required for Contract fulfillment will be regarded by the Authority as proprietary to the Proposer.
4. "Intellectual Property Rights" or "IPR" means all intellectual property rights, including any rights in any invention, patent, discovery, improvement, know-how, utility model, trade-mark, copyright, industrial design, mask work, integrated circuit topography, and trade secret, and all rights of whatsoever nature in computer software and data, confidential information, and all intangible rights or privileges of a nature similar to any of the foregoing, including in every case in any part of the world and whether or not registered, and shall include all rights in any applications and granted registrations for any of the foregoing.
5. "Joint IPR" means the Intellectual Property Rights conceived, created, developed, or reduced to practice in a Project pursuant to this Contract.
6. Intellectual Property Ownership. The Authority shall own all right, title, and interest in any Intellectual Property conceived, developed, created, or reduced to practice pursuant to this Contract, and Proposer shall have no ownership interest therein. Proposer hereby irrevocably transfers, conveys, and assigns to Authority all of its right, title, and interest therein and in any property owned or to be owned by the Authority under this Contract. Proposer shall execute such documents, render such assistance, and take such other action as Authority may reasonably request, at Authority's reasonable expense, to apply for, register, perfect, confirm, and protect the Authority's Intellectual Property ownership interests. The Authority has the exclusive right to apply for or register any patents, mask work right, copyrights, and such other proprietary protections with respect thereto.
7. All documents including artwork, copy, posters, billboards, photographs, video tapes, audio tapes, systems designs, drawings, estimates, field notes, investigations, software, reports, diagrams, surveys, analysis, studies or any other original works of authorship created by Proposer in the performance of this Contract are to be and remain "works for hire" under Title 17, United States Code, and the property of the City and all copyright ownership and authorship rights in the works shall belong to the City pursuant to 17 U.S.C. § 201(b). If the works that is/are the subject matter of this Contract are deemed to not be work for hire, then Proposer hereby assigns to the Authority all of its right, title, and interest for the entire world in and to the works and the copyright therein. Proposer agrees to cooperate and execute additional documents reasonably necessary to conform with its obligations under this paragraph.
8. All Joint IPR will be the exclusive property of the Authority, and the Proposer hereby assigns all its right, title, and interest in the same to the Authority. Any and all intellectual property

conceived by the Proposer prior to the term of this Contract and utilized by it in rendering duties to the Authority are hereby licensed to the Authority for use in its operations and for an infinite duration. This license is non-exclusive and may be assigned without the Proposer's prior written approval by the Authority. Proposer agrees to provide all reasonable assistance requested by the Authority for the registration and protection of such intellectual property rights free of charge.

Proposer's Firm Name: _____

Signature of Proposer 's Authorized Agent: _____

Name and Title of Proposer's Authorized Agent: _____

Date: _____

EXHIBIT 1

FEDERAL PROVISIONS FOR RECIPIENTS OF FEDERAL AIP / AIG GRANT FUNDS

TERMS ARE APPLICABLE IN THE EVENT AIP / AIG FUNDS ARE ALLOCATED TO A PROJECT

EXHIBIT 2

**FIVE-YEAR AIRPORT CAPITAL IMPROVEMENT PLAN
(as of 7/7/25)**