

**ENGINEERING SERVICES  
REQUEST FOR QUALIFICATIONS  
FOR THE FOLLOWING PROJECT**

**BATON ROUGE METROPOLITAN AIRPORT  
RUNWAY 13/31 RSA AND RPZ IMPROVEMENTS  
PHASE III RUNWAY SAFETY AREA AND  
PHASE V THRESHOLD RECOVERY  
(RUNWAY 31 END)**

**Project No. To Be Determined**

**R. F. Q. NO. 19-ES-AP-006**

**PREPARED BY**

**GREATER BATON ROUGE AIRPORT DISTRICT  
AND  
CITY OF BATON ROUGE  
PARISH OF EAST BATON ROUGE  
DEPARTMENT OF TRANSPORTATION AND DRAINAGE  
ENGINEERING DIVISION**

**June 21, 2019**

## **TABLE OF CONTENTS**

### **SECTION A**

PUBLIC NOTICE FOR CONSULTING  
ENGINEERING SERVICES

### **SECTION B**

PROJECT SCOPE AND  
PROJECT LOCATION DRAWING

### **SECTION C**

EVALUATION CRITERIA  
AND  
SELECTION PROCESS

### **SECTION D**

STANDARD FORM CPES  
(REV. 06/07/06)

### **SECTION E**

MANDATORY PROVISIONS  
TITLE VI ASSURANCES  
DISADVANTAGED BUSINESS ENTERPRISE  
(DBE) ASSURANCES

### **SECTION F**

SAMPLE CONTRACT

**SECTION A**

**PUBLIC NOTICE FOR ENGINEERING SERVICES**

**PUBLIC NOTICE**

**INVITATION FOR CONSULTING ENGINEERING SERVICES**

The City of Baton Rouge and Parish of East Baton Rouge on behalf of the Greater Baton Rouge Airport District / Baton Rouge Metropolitan Airport is seeking Statements of Qualifications from qualified engineering firms interested in providing professional engineering services in connection with:

**RUNWAY 13/31 RSA AND RPZ IMPROVEMENTS  
PHASE III RUNWAY SAFETY AREA AND  
PHASE V THRESHOLD RECOVERY  
PROJECT NO. TO BE DETERMINED  
R.F.Q. NO. 19-ES-AP-006**

**ENGINEERING FEE: TO BE NEGOTIATED**

This project will be in strict compliance with all applicable Greater Baton Rouge Airport District (GBRAD) / Baton Rouge Metropolitan Airport (BRMA) rules and regulations.

Statements of Qualifications shall be submitted on City-Parish Standard Form CPES (DATED: REV. 06/07/06). Interested firms shall register and download an electronic copy of the official Request for Qualifications (RFQ) package from the City-Parish Web Site <http://tools.brprojects.com/RFQmanager/>.

Interested firms that are not currently on the BR Projects website may obtain an RFQ from the Department of Transportation and Drainage/Engineering Division. Only those firms that have obtained the official RFQ package for this project will be considered by the City-Parish Engineer's and Surveyor's Selection Board. Additionally, the firm selected for this project must show experience with design of FAA Navigational Aids (NAVAIDS) and will be required to execute the GBRAD standard contract for Engineering Services as amended for this project. Responding firms must be prepared to provide an LADOTD audited overhead rate for the purpose of contract negotiations. Any questions or problems related to the download of the RFQ package should be directed by email to Mr. Thomas A. Stephens at [tstephens@brla.gov](mailto:tstephens@brla.gov).

The original and ten (10) copies of the Statements of Qualification (Standard Form CPES) shall be delivered to Mr. Thomas A Stephens, P.E., Chief Design and Construction Engineer, Public Works & Planning Center, 1100 Laurel Street, Baton Rouge, Louisiana 70802. Statements of Qualification for this project will be accepted until **4:00 P.M., Local Time, July 18, 2019**.

Statements of Qualification that have not been received by the aforementioned deadline date and time will be rejected. Additionally, failure to submit all of the information on Standard Form CPES (DATED: REV. 06/07/06) shall be considered non-responsive and may result in the Qualification Statement being rejected.

All engineering firms that are incorporated shall also be registered with the Louisiana State Board of Registration for Professional Engineers and Land Surveyors. A copy of the current Certificate(s) of Registration shall be attached to each Statement of Qualification (Standard Form CPES). Failure to be registered in good standing with the aforementioned Board will result in the Qualification Statement being rejected.

The Baton Rouge Metropolitan Airport, 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 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 statements of qualifications in response to this request for qualifications and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Baton Rouge Metropolitan Airport has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation, 49 CFR Part 26. It is the policy of the GBRAD to ensure that DBE's, as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. All Respondents or Proposers shall make good faith efforts, as defined in Appendix A of 49 CFR Part 26, to achieve a **minimum DBE goal of 4.8%** of the total value of the contract. Good faith efforts include meeting this DBE goal or providing documentation demonstrating that the Respondent or Proposer made sufficient good faith efforts in attempting to meet this goal. Only DBE firms certified under the Louisiana Unified Certification Program at the time of Qualification Statement or Proposal submittal will count toward this DBE goal. **To be considered responsive, every Qualification Statement or Proposal must be accompanied by DBE Schedules A, B, C, and Letters of DBE Certification, as appropriate.**

The members of the Engineer and Surveyor Selection Board request that all consultants, sub-consultants, contractors, vendors or others not contact Board Members concerning this project during the selection process which commences with this date of publication and continues until a selection is made.

Additionally, the members of the Engineer and Surveyor Selection Board request that the Consultants submit revised Form CPES (DATED REV. 06/07/06) only. Unless otherwise stated or required by the instructions, **all other attachments or embellishments shall be excluded.** It is also requested that Form CPES not be bound in a booklet, but be stapled.

The Selection Board will hold a project informational meeting for the Board Members (including distribution of Statements of Qualifications) on **Thursday, August 1, 2019** in Room 133 of the Public Works and Planning Building, 1100 Laurel Street, Baton Rouge, Louisiana. The Selection Board will meet on Thursday, **August 8, 2019** in Room 133 of the Public Works and Planning Building, 1100 Laurel Street, Baton Rouge, Louisiana to select a consultant for the services advertised herein. Both the informational meeting and the Selection Board meetings are open to the Public, and representatives from all interested firms are invited to be present.

The City-Parish Engineer and Surveyor Selection Board reserves the right to reject all of the submittals in response to this Request for Qualifications.

**CITY OF BATON ROUGE AND  
PARISH OF EAST BATON ROUGE**

**SHARON WESTON BROOME  
MAYOR-PRESIDENT**

**MIKE EDWARDS  
DIRECTOR OF AVIATION  
USER AGENCY**

**SECTION B**  
**PROJECT SCOPE**  
**AND**  
**PROJECT LOCATION DRAWING**

## **PROJECT SCOPE**

### **RUNWAY 13/31 RSA AND RPZ IMPROVEMENTS PHASE III RUNWAY SAFETY AREA AND PHASE V THRESHOLD RECOVERY**

The City of Baton Rouge, Parish of East Baton Rouge and the Greater Baton Rouge Airport District desire to hire a qualified engineering firm to perform the engineering design services to provide a standard Runway Safety Area (RSA) at the end of Runway 31, provide for NAVAID relocations, and associated design for Runway 31 Threshold Recovery. The Consultant will be required to be capable of providing project plans to accomplish the following;

1. Removal of existing Engineered Material Arresting System (EMAS), existing roadways, & other obstructions, and construction and improvements to blast pad.
2. Runway Safety Area grading and drainage
3. New security fencing and gates.
4. Provide for relocation of the existing Localizer.
5. Provide for improvements to existing approach lighting system.
6. Installation of new lighting, signing, and pavement markings associated with the Threshold Recovery
7. Provide for relocation of existing Visual Approach Slope Indicators (VASI's) or install new Precision Approach Path Indicators (PAPI's).

The location for this specific work is in the quadrant of the Airport located near Runway End 31 and shown on the site map on the following page.

**A detailed Scope of Services will be developed by the Airport and first-ranked engineering firm prior to start of fee negotiations.** Development design will be carried out in compliance with the appropriate Federal Aviation Administration (FAA) regulations and design criteria, City-Parish Department of Transportation and Drainage standards, and other Federal, State, and local regulations.

# BATON ROUGE METROPOLITAN AIRPORT

## RUNWAY 13/31 RUNWAY SAFETY AREA AND RUNWAY PROTECTION ZONE IMPROVEMENTS

APRIL 2019



**LEGEND**

- FUTURE PAVEMENT
- EXISTING PAVEMENT TO BE REMOVED
- GRADING AND DRAINAGE
- SECURITY FENCE

**PHASING**

- PHASE I
- PHASE II
- PHASE III
- PHASE IV
- PHASE V

**PHASING DESCRIPTIONS/COMPONENTS**

**PHASE I**

- FUTURE PLANK ROAD RELOCATION

**PHASE II**

- FUTURE PLANK ROAD RELOCATION

**PHASE III**

- REMOVAL OF EMAS, PAVEMENT, AND OBSTRUCTIONS
- GRADING AND DRAINAGE OF RUNWAY SAFETY AREA (RSA)
- RELOCATION OF SECURITY FENCE AND LOCALIZER

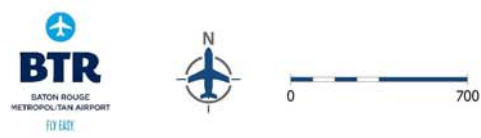
**PHASE IV**

- FUTURE PERIMETER ROAD

**PHASE V**

- RUNWAY 31 THRESHOLD RECOVERY
- RUNWAY MARKINGS, SIGNAGE, LIGHTING, AND NAVAIDS

PREPARED BY: Airport Management Group, LLC, April 2019  
 SOURCE: Existing and Proposed Plank Road, Volkert Inc., April 2019



### RUNWAY 13/31 RSA AND RPZ IMPROVEMENTS

#### PROJECT PHASING: PHASES I - V





**SECTION C**

EVALUATION CRITERIA  
AND  
SELECTION PROCESS

## **EVALUATION CRITERIA FOR QUALIFICATION STATEMENTS**

**A. GENERAL:** The procurement of consulting engineering design services for this project is governed by the City of Baton Rouge and Parish of East Baton Rouge Metropolitan Council Ordinance 8931 and associated revisions, which establish the Engineer and Surveyor Selection Board, and the Office of Management and Budget regulations (2 CFR Part 200), which implements the requirements of 49 U.S.C. Subtitle VII and Title IX of the Federal Property and Administrative Services Act of 1949 (40 U.S.C. Chapter 11, Selection of Architects and Engineers), and in accordance with Advisory Circular 150/5100-14E dated 9/25/2015.

The following general criteria in combination with the Engineer & Survey Score Card (attached) will be used in evaluating the Qualifications Statements (Standard Form CPES),

1. Capability to perform all or most of the services required for the project.
2. Recent experience with similar or other projects comparable to the proposed project.
3. Reputation for personal and professional integrity and competence.
4. Professional background and caliber of key personnel.
5. Current workload.
6. Capability to meet schedules and deadlines.
7. Capability to complete projects without having major construction cost escalations or overruns.
8. Qualifications and experience of outside consultants regularly engaged by the Engineer under consideration.
9. Quality of projects previously undertaken.
10. Familiarity with the proximity to the geographic location of the project.
11. Capability of a branch office to perform independently of the home office when being considered or, conversely, its capability to obtain necessary support from the home office.
12. Degree of interest shown in undertaking the project.
13. Evidence that consultant has established and implemented an Affirmative Action Program.
14. Demonstration of an understanding of the project's potential problems and the Airport's special concerns.
15. Knowledge of FAA and City/Parish regulations, policies, and procedures.

## **B. SELECTION PROCESS:**

The contract for this project will be awarded through a qualifications based selection process. This process shall consist of evaluation of Qualifications Statements (Standard Form CPES, dated Rev. 06/07/06). All qualification statements (Standard Form CPES, dated Rev. 06/07/06) will be reviewed by the City-Parish's Engineer and Surveyor Selection Board. After contract negotiations, the selected firm or firms will then be presented to the City-Parish Metropolitan Council for authorization to enter into a contract for this project.

The selection process shall be as follows:

1. Each board member and the user agency representative shall independently evaluate each statement of qualification (Form CPES) submitted for this project in accordance with the aforementioned general criteria.
2. Based upon each member's evaluation of the RFQ submittals, each member shall rate each firm utilizing the Engineer and Survey Selection Board Score Card. Each member shall score factors 1 -7 prior to the selection meeting, but shall not finalize their scoring until the User Agency recommendation has been made. Upon completion of the User Agency recommendation, each board member shall finalize their score card to establish their top five (5) firms from the list of firms under consideration.
3. On the first ballot, each Selection Board member shall then vote for his top five (5) firms in accordance with the following weighted voting schedule:
  - a) Five points for the first rated firm
  - b) Four points for the second rated firm
  - c) Three points for the third rated firm
  - d) Two points for the fourth rated firm
  - e) One point for the fifth rated firm.

Each selection Board member shall sign and turn in both their score card and ballot sheet to the selection board recorder.

4. The score of all firms shall then be totaled and the top three (3) highest ranking firms shall then be considered for a subsequent round of balloting.
5. On the second ballot, each member shall then vote for only one (1) firm from the list of the top three (3) highest ranking firms. For a firm to be selected it must receive a simple majority of the votes being cast by the Selection Board members voting.
6. If a firm does not receive a simple majority on the second ballot, a third ballot shall be taken with the top two (2) highest ranking firms. In the event of a tie, the Selection Board shall first have a runoff vote for the tying firms. This vote shall be a single vote by each Board member until one of the tying firms receives a majority. If there is still a tie, the Board Members shall re-vote until the tie is broken.
7. Once the top two (2) highest ranking firms have been obtained, a third ballot (or fourth ballot shall be taken) until one (1) firm receives a simple majority of the votes being cast. If no firm receives a simple majority of the votes being cast after two (2) rounds of balloting, the following tie breaking procedure shall be followed:

**1st Tie Breaker:** The first tie breaker shall be the total number of points a firm received on the first round ballot. If both firms received the same number of total points the second tie breaker shall be utilized.

**2nd Tie Breaker:** The second tie breaker shall be the total number of first place votes each firm received on the first round ballot. If both firms received the same number of first place votes, the following tie breaker shall be utilized.

**3rd Tie Breaker:**

**A. Department of Public Works Projects:** When a project falls under the jurisdiction of the Department of Public Works, the Director of Public Works shall select one of the two firms.

**B. User Agency Other Than DTD:** When a project falls under the jurisdiction of a user agency other than DTD, the user Agency representative shall select one of the two firms.

8. The Selection Board reserves the right to discuss the firms being considered prior to any voting or balloting.
9. No later than two (2) weeks after notification of selection, the top rated firm will submit to the Director of Aviation a proposal for the services to be provided. The proposal will be prepared in accordance with the "GBRAD" requirements for the Preparation of Engineering Proposals. Contract fee negotiations will then be held with the top rated firm and the contract will be recommended for award to the City-Parish Metropolitan Council if such negotiations are successful. If satisfactory negotiations do not result, the top rated firm shall be notified in writing that a contract cannot be reached and the Director of Aviation then will proceed to negotiate with the second rated firm. If an acceptable contract cannot be reached with the second firm, they too, will be notified of such in writing and the Director of Aviation will proceed to negotiate with the third firm. If an acceptable contract cannot be reached with any of the top firms, the project will be re-evaluated and re-advertised. In all cases, once contract negotiations have been terminated with a firm and begun with another, they will not be reopened with the former firm or firms. The negotiated fee and contract agreement is subject to Metropolitan Council final review and authorization of the Mayor-President to execute the contract for engineering services for this project.

# Engineer and Survey Selection Board Score Card

<b>SCORECARD FACTORS</b>	<b>Weight/Pts</b>	<b>Max Total Pts</b>
<p><b>Firm/Team Qualifications and Experience</b></p> <ul style="list-style-type: none"> <li>• Firm/Team shall be evaluated based on project specific experience and resources.</li> <li>• Primary focus should be on Prime Consultants Experience however the other team members must be considered.</li> </ul>	<u>0-25 pts.</u>	25
<p><b>Key Personnel Qualifications and Experience</b></p> <ul style="list-style-type: none"> <li>• Specific Personnel Experience with Similar Projects must be considered</li> <li>• While Firm Principals are listed, they traditionally have little involvement in the design, Emphasis should be placed on the Project Managers and Project Engineers/Architects...</li> </ul>	<u>0-25 pts</u>	50
<p><b>Local Project Experience</b></p> <ul style="list-style-type: none"> <li>• Consideration must be given to Firms/Teams that can show experience with the User Agencies (City, State, Federal...) local criteria, codes, policies, procedures, and standards to successfully facilitate project completion.</li> </ul>	<u>0-10 pts</u>	60
<p><b>Proposal/Understanding</b></p> <ul style="list-style-type: none"> <li>• Firm/Teams RFQ should identify understanding of project scope, the past work experience for both the firm and personnel should properly reflect project scope and user agency specifications.</li> </ul>	<u>0-5 pts</u>	65
<p><b>Compatibility (firm size related to project magnitude)</b></p> <ul style="list-style-type: none"> <li>• Consideration to the size of the firm and available key personnel must be considered relative to the size of the project. This must be evaluated concurrently with the firm's current workload.</li> </ul>	<u>0-5pts</u>	70
<p><b>Current Work Load and Project Awards</b></p> <ul style="list-style-type: none"> <li>• Number and size of projects currently under contract must be considered in relation to available Staff.</li> <li>• Qualified Firms that have not been awarded a City-Parish contract within the last 3 years should be given priority consideration.</li> </ul>	<u>0-5pts</u>	75
<p><b>Firm/Team Office Location Where Work Is To Be Performed</b></p> <ul style="list-style-type: none"> <li>• <u>Qualified</u> firms that maintain an office in East Baton Rouge Parish, and staffed with an adequate number of qualified employees to do the required work, shall be given priority consideration. In state firms shall be given priority over out of state firms.</li> </ul>	<u>0-5 pts</u>	80
<p><b>Past Performance and User Agency Recommendations</b></p> <ul style="list-style-type: none"> <li>• Board members shall independently evaluate each firm, less the "User Agency Recommendation". After the user agency provides their recommendation, each board member shall consider this along with any past performance, and then apply any additional points to finalize their scoring. The User Agency should generally provide recommendations based on such items as: past performance, special capabilities to accomplish work, coordination and cooperation with the user agency and others, ability to meet deadlines and budgets, and quality of work.</li> </ul>	<u>0-10 pts</u>	90
<p><b>Special Conditions/Requirements Specified in RFQ</b></p> <ul style="list-style-type: none"> <li>• DBE requirements and other special project considerations may be included in the RFQ. These special requirements and project considerations must be clearly spelled out in the RFQ.</li> </ul>	<u>0-10 pts</u>	100
<p><b>Oral Presentation</b></p> <ul style="list-style-type: none"> <li>• When specified, Oral Presentations shall provide Board Members with the opportunity to clarify questions, and obtain a greater understanding of each short listed firms RFQ submittal. After the Oral Presentation, each Board member will have an opportunity to re-evaluate and adjust their initial score card to establish their final rating</li> </ul>		

**SECTION D**

STANDARD FORM CPES (REV. 06/07/06)

**CITY OF BATON ROUGE  
PARISH OF EAST BATON ROUGE**

**ENGINEER AND SURVEYOR SELECTION BOARD**

**STANDARD FORM CPES**

**A. PURPOSE:** The procurement of professional engineering, surveying and related professional services for the City of Baton Rouge and Parish of East Baton Rouge is governed by Metropolitan Council Ordinances: 8931, 9293, 9456 and 9603 and associated revisions.

The purpose of this form (Standard Form CPES) is to provide members of the Engineer and Surveyor Selection Board with specific information regarding the qualifications of interested firms submitting for a particular project.

**B. DEFINITIONS:**

**"Engineering, surveying and related services"** are those professional services associated with research, development, design, construction, alteration or repair of real property as well as incidental services that members of these professions and those in their employ may logically or justifiably perform, including studies, investigations, surveys, evaluations, consultations, planning, programming, conceptual designs, plans and specifications, cost estimates, inspections, shop drawing reviews, sample recommendations, preparation of operation and maintenance manuals, and other related services.

**"Principals"** are those individuals in a firm who possess legal responsibility for its management. They may be owners, partners, corporate officers, associates, administrators, etc.

**"Discipline"**, as used in this form, refers to the primary technological capability of individuals in the responding firm. Possession of an academic degree, professional registration, certification, or extensive experience in a particular field of practice normally reflects an individual's primary technical discipline.

**"Consultant"**, as used in this form, is a highly specialized individual or firm having significant input and responsibility for certain aspects of a project and possessing unusual or unique capabilities for assuring success of the finished work.

**"Prime"** refers to that firm which may be coordinating the concerted and complementary knowledge of several firms, individuals or related services to produce a completed study or finished product. The "prime" would normally be regarded as having full contractual responsibility for quality of performance by itself as well as by professional sub-consultants under its jurisdiction.

**"Branch Office"** is a satellite, or subsidiary extension, of a headquarters office of a company, regardless of any differences in name or legal structure of such a branch due to local or state laws. "Branch offices" are normally subject to the management decisions, bookkeeping, and policies of the main office.

**"Key Persons, Specialists, and Subconsultants"**, as used in this form, refer to individuals or firms who will have major project responsibility or will provide unusual or unique capabilities for the project under consideration.

**C. INSTRUCTIONS FOR COMPLETING FORM CPES** (Note: Numbers below correspond to number contained in CPES form):

- 1a. Indicate in this block the complete name of the submitting firm. Also indicate if the firm is the "prime firm" or "subconsultant".
- 1b. Indicate in this block the address of the specific office that will be performing the work on the project. If this form is being submitted on behalf of a parent company with a branch office, please indicate in this block that the address shown is for the "main office" or "branch office".
- 1c. Indicate in this block the complete project name and R.F.Q. project number and any other project numbers provided in the announcement.
- 2a. Indicate in this block the name, title, state license or registration number, telephone number, and email address of that principal who will serve as the point of contact. Such an individual must be empowered to speak for the firm on policy and contractual matters.
- 2b. This block shall be signed and dated by the individual indicated in Block 2a. All information contained in the form should be current and factual. Additionally, failure to sign and date the form will be considered non-responsive and will result in the firm or associated firms being rejected.
- 2c. If applicable, indicate the firm's Louisiana State Board Registration number and the date granted. For individuals and non-incorporated firms, a copy of your current Registration Certification Card shall be attached to the form. For all engineering and surveying firms that are incorporated a copy of the firm's Certificate(s) of Registration shall be attached to the form. Failure to attach the required Registration Certification Card(s) will be considered non-responsive and will result in the firm or associated firms being rejected.
- 2d. If applicable, indicate the firm's East Baton Rouge Parish Occupational License Number on this line.
3. Indicate in this block by discipline and number all employees presently employed at the work location (Item b) on the date this form was signed. While some personnel may be qualified in several disciplines, each person should be counted only once in accordance with his or her primary function. The term "Engineer" shall mean a Registered Professional Engineer that is currently registered with the Louisiana State Board of Registration For Professional Engineers and Land Surveyors. Include all clerical personnel as "Administrative". Write in any additional disciplines: planners, biologists, etc. Indicate the number of people in each blank space and show total. For national firms wishing to utilize office personnel other than (or additional to) the branch office indicated in Item b for this project, the firm shall submit separate CPES Forms showing those offices as subconsultants for this project.
4. The "Prime" Consultant shall indicate in this block the percentage of the total work that will be performed by the prime at the official work location (Item b). **The prime must perform more than fifty percent (50%) of the work.** Additionally, all subconsultants shall also indicate on their form the name of the "Prime" and the percentage amount of the work that will be performed by the Prime.



5. The "Prime" consultant shall list in this block the name(s) of the various subconsultant(s) or associates that will be performing other work task(s). The prime shall also indicate the specific technical or professional responsibilities the subconsultant(s) will be performing; the approximate percentage of the total work that will be performed by the subconsultant, and the prime and subconsultants shall indicate in the appropriate block the Prime's previous working relationships with the subconsultant or associate listed.

If the Prime and listed subconsultants are selected for the project, and the Prime chooses to use another subconsultant in lieu of the subconsultant listed, the Prime must submit in writing to the Director of Public Works or the User Agency (if applicable) the reason for the requested change. The Director of Public Works (or the User Agency) may then concur or deny the requested change. Copies of all letters, etc. concerning any requested subconsultants or associates changes shall also be copied or transmitted to all members of the Selection Board.

6. Indicate in this block the individual members of the project team and their technical or professional responsibilities that will be utilized to perform the project work. Also include individual members of any subconsultants or associates, if applicable. The individual who is the contact person (Item a) shall also be indicated in the organizational chart and their relationship to the project team.
7. The respondent shall provide in this block a brief resume of only the key personnel that are expected to participate on this project. Care should be taken to limit resumes to only those key persons or specialists that are employed by the firm at the official address (Item b) or clearly identified alternate office location, and who will have major project responsibilities. Each resume must include: (a) name of each key person and specialist and his or her title, (b) the project assignment or role which that person will be expected to fulfill in connection with this project, (c) years of professional or relevant experience with present firm and other firms, (d) if registered as an architect, engineer, surveyor, etc., show the field of registration and the year that such registration was first acquired (If registered in several states, do not list states), and (e) a synopsis of experience, training, or other qualities which reflect individual's potential contribution to this project. Include such data as: familiarity with City-Parish procedures, similar type of work performed in the past, management abilities, etc. Please limit synopsis of experience to directly relevant information.
8. In this block the respondent shall list the five (5) largest current projects the firm has under contract, under contract negotiations, or projects that the firm has recently been selected for by other Federal, State or Parish agencies that are being (or will be) performed at the firm's official address (Item b). Required information must include: (a) name and location of project, including client name, contact person and their telephone number, (b) brief description of type and extent of services provided for each project, (c) the actual (A) or estimated (E) contract fee, (d) the current status of the project, i.e. under contract negotiations, selected only, completed or percent completed, and (e) the actual or estimated completion date of the contract.

9. The respondent may list up to nine (9) projects that the firm has performed within the past ten (10) years that demonstrate the firm's competence to perform work similar to, or likely will be required on this project. The more recent projects shall be listed first. Prime consideration will be given to projects which illustrate respondent's capability for performing work similar to that being sought. Required information must include: (a) name and location of project, including client name, contact person and their telephone number, (b) brief description of type and extent of services provided for each project, (c) the actual (A) or estimated (E) contract fee, (d) the current status of the project or percent completed, (e) the actual or estimated completion date of the contract.
10. The respondent must list in this block all City-Parish projects which have been awarded to the firm, as a prime consultant during the past three (3) years. (The time period being from the date of contract award to the published meeting date of the City-Parish Engineer and Surveyor Selection Board for this project). Required information must include: (a) name and type of project, including City-Parish Agency name, contact person and their telephone number, (b) brief description of type and extent of services provided for each project, (c) the actual (A) or estimated (E) contract fee, (d) the current status of the project or percent completed, and (e) the actual or estimated completion date of the contract.
11. Through narrative discussion, the respondent should show reasons why the firm or design team submitting this form believes it is especially qualified to undertake the project. Information provided should include, but not be limited to, such data as: specialized equipment available for this work, any awards or recognition received by a firm or individuals for similar work, required security clearances to perform the work, special approaches or concepts developed by the firm relevant to this project, etc.

Additionally, the narrative should also include specific reference to the various items specified in the Request for Qualifications Evaluation criteria (Section "C"). A maximum of three (3) additional sheets may be utilized to answer this question. Unless otherwise specifically requested in the Request for Qualification (R.F.Q.) all other attachments, e.g. company brochures, cover pages, etc., shall be excluded. It is also requested that Form CPES not be bound in a booklet, but be stapled in the upper right-hand or left-hand corner.

**STANDARD FORM CPES  
(DATED Rev. 06/07/06)**

The original and ten (10) copies of the Statement of Qualifications (Standard Form CPES, dated Rev. 06/07/06), shall be mailed or delivered in accordance with instructions provided in the official Public Notice, as amended.

Statements of Qualifications that have not been received in accordance with the provisions in the official Public Notice, as amended, prior to the deadline date will not be considered. Additionally, failure to submit all of the information on Standard Form CPES shall be considered non-responsive and may result in the Qualification Statement to be rejected.

**NOTE:**

- (1) A completed Standard Form CPES shall be submitted for each sub-consultant.
- (2) Engineering firms are limited to submitting as either a prime or as a sub-consultant. **If a firm submits as a prime and as a sub-consultant for this project, all Qualification Statements that the firm is associated with will be rejected.**

This rule is not intended to limit specialty firms from entering into nonexclusive agreements as a sub-consultant with more than one proposer. On projects that require a stipulated minimum DBE goal a properly certified DBE firm will be considered as a Specialty Firm for entering into nonexclusive agreements as a sub-consultant. However, if the certified DBE firm submits as a Prime they will be restricted from submitting as a sub or specialty firm and all Qualifications will be rejected as noted above.

For this RFQ, Topographical, SUE Services, Geotechnical, Right of Way Surveys and Maps, Traffic Signal Design, Right of Way Appraisals and Acquisitions are considered Specialty Firms.

- (3) All Consulting Engineering Firms that are incorporated shall be registered with the Louisiana State Board of Registration for Professional Engineers and Land Surveyors. A copy of the current Certificate of Registration shall be attached to each Statement of Qualification (Standard Form CPES). **Failure to be registered in good standing with the aforementioned Board will result in the Qualification Statement being rejected.**
- (4) The members of the Engineer's and Surveyor's Selection Board request that all consultants, sub-consultants, contractors, vendors or others involved with this project not contact any board member concerning this project during the selection process.
- (5) The members of the Engineer's and Surveyor's Selection Board request that the Consultant submit Form CPES (dated Rev. 06/07/06) only. All other attachments or embellishments shall be excluded. **It is also requested that Form CPES be stapled in the upper right hand corner, not bound in a booklet. All sub-consultants/ associates' Form CPES must be attached to the prime firm's Form CPES. Your co-operation with this request will be appreciated.**
- (6) The members of the Engineer's and Surveyor's Selection Board request that all consultants, sub-consultants, contractors, vendors or others involved with this project not contact any Board Member concerning this project during the selection process period, from the date of Public Notice through final selection.

**SECTION E**

MANDATORY PROVISIONS

TITLE VI ASSURANCES

DISADVANTAGED BUSINESS ENTERPRISE  
(DBE) ASSURANCES

## **MANDATORY PROVISIONS**

### **CERTIFICATIONS REGARDING LOBBYING**

The consultant certifies by signing and submitting a statement of qualifications, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the consultant, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **CERTIFICATION OF CONSULTANT REGARDING DEBARMENT**

By submitting a state of qualifications under this solicitation, the consultant certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

### **CERTIFICATION OF LOWER TIER CONSULTANTS REGARDING DEBARMENT**

The successful consultant, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>

2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Consultant), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

## **TRADE RESTRICTION CERTIFICATION**

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and
- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

# Instructions to Respondents or Proposers

## MANDATORY DBE REQUIREMENTS AND SUBMITTALS

**It is mandatory for Respondents and Proposers to become familiar with and comply with the Baton Rouge Metropolitan Airport (BRMA) Disadvantaged Business Enterprise (DBE) Program.** It is Airport policy that a Respondent or Proposer that fails to submit completed DBE Schedules (forms) and current DBE letter(s) of certification as specified herein will be considered non-responsive.

### **Mandatory DBE Submittals:**

- **Schedule A** is required of all Respondents and Proposers when submitting qualifications or proposals on a project that includes federal funding. This form shall list all firms that plan to participate in the project and describe the work, goods, and/or services to be provided. This form will also indicate the Prime firm's level of DBE participation commitment.
- **Schedule B** is required for every firm that plans to participate in the project, including the Prime firm. The FAA requires that the information on this form be collected from all Respondents and Proposers.
- **Schedule C** is required in the event that the prime firm fails to meet the DBE goal for the project. Supporting documentation of Good Faith Efforts is required.

Participating DBE firms must be certified by the Louisiana Unified Certification Program ("LAUCP") (<http://www8.dotd.louisiana.gov/UCP/>). DBE letters of certification must be submitted and must be current and in compliance with 49 CFR Part 26. Firms with pending and/or expired letters of certification cannot be employed to satisfy the DBE participation requirement. If a Respondent or Proposer is currently certified as a DBE in compliance with 49 CFR Part 26, then it too must properly complete and submit all applicable DBE Schedules (forms) contained herein.

Contractors or consultants and subcontractors or subconsultants who engage DBE subcontractors or subconsultants agree to undertake good faith efforts as set forth in 49 CFR Part 26 Appendix A to include DBE participation in any change order work associated with this contract to maintain or exceed the DBE participation level set in this contract. Contractors or consultants and subcontractors and subconsultants who engage DBE subcontractors or subconsultants (and any lower level subcontractors or subconsultants) also agree to make a good faith effort to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE, to the extent needed to meet the participation level submitted on Schedule A.

**The DBE requirements stated herein pertain and can be applied to prime contractors or consultants and/or subcontractors or subconsultants (and any lower level subcontractors or subconsultants).**

For clarification or copies of BRMA's DBE program, please contact the DBE Liaison Officer at the Baton Rouge Metropolitan Airport, Terminal Building, Suite 300, Baton Rouge, Louisiana, 70807 or (225) 355-0333.

**See the DBE Requirements Section for further discussion of the DBE program and copies of the DBE Schedules.**



## DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

The Code of Federal Regulations, Title 49, Parts 23 and 26 (49 CFR 23 and 49 CFR 26) and the Baton Rouge Metropolitan Airport (BRMA) Disadvantaged Business Enterprise (DBE) Program policies are made part of this contract and incorporated hereto as if copied *in extenso*. Copies of these documents are available upon request from Baton Rouge Metropolitan Airport, DBE Liaison Officer, Terminal Building, 3<sup>rd</sup> Floor, Baton Rouge, Louisiana, 70807 or by calling (225) 355-0333.

### PART I – POLICY/ COMPLIANCE

- (A) DBE OBLIGATION: The requirements of 49 CFR Part 26, regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the BRMA to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit Bids, Qualification Statements, or Proposals.

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

Award of this contract will be conditioned upon satisfying the requirements of this solicitation. These requirements apply to all bidders or proposers including those who qualify as a DBE. **A DBE contract goal of four and eight tenths percent (4.8%) has been established for this contract.** The bidders or proposers shall make good faith efforts, as defined in 49 CFR Part 26 Appendix A, to meet the contract goal for DBE participation in the performance of this contract. Good faith efforts include meeting this DBE goal or providing documentation demonstrating that the bidders or proposers made sufficient good faith efforts in attempting to meet this goal.

- (B) PROMPT PAYMENT: Under the DBE program, the Prime Contractor or Consultant agrees to pay each Subcontractor or Subconsultant under this contract for satisfactory performance of its contract prior to submitting an invoice to the BRMA for request for payment. This payment will be documented on the Contractor's Monthly Report form that is submitted with each payment request. The Prime Contractor or Consultant agrees further to return retainage payments to each Subcontractor or Subconsultant within 14 days after the Subcontractor's or Subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of BRMA. This clause applies to both DBE and non-DBE Subcontractor or Subconsultants.

In the event of the Contractor's or Consultant's noncompliance with these prompt payment provisions, BRMA may impose such sanctions and penalties as it or FAA may determine to be appropriate, including, but not limited to, the following:

1. Withholding of payments to the Contractor or Consultant under the contract until it complies, and/or
2. Deduction from a contract funds due or to become due the Contractor or Consultant, and/or
3. Disqualification of the Contractor or Consultant as non-responsible, and/or
4. Cancellation, termination or suspension of the contract in whole or in part, and/or
5. Any other remedy as BRMA or FAA deems appropriate.

(C) FAILURE TO COMPLY WITH DBE REQUIREMENTS: All federally-assisted contract performers (Prime Contractors, Consultants, Subcontractors, Subconsultants, Engineers, Architects, etc.) are hereby notified that failure to carry out the DBE obligation, as set forth above, shall constitute a breach of contract. The breach of contract will be reviewed by BRMA and FAA which may result in termination of the contract or other remedies deemed appropriate for the given situation.

(D) SUBCONTRACTS: All Contractors, Consultants, Subcontractors, and/or Subconsultants hereby assure that they will include the following clauses in all contracts that offer further subcontracting opportunities.

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

Under the DBE program, the Prime Contractor or Consultant agrees to pay each Subcontractor or Subconsultant under this contract for satisfactory performance of its contract prior to submitting an invoice to the BRMA for request for payment. This payment will be documented on the Contractor's Monthly Report form that is submitted with each payment request. The Prime Contractor or Consultant agrees further to return retainage payments to each Subcontractor or Subconsultant within 14 days after the Subcontractor's or Subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of BRMA. This clause applies to both DBE and non-DBE Subcontractor or Subconsultants.

(E) AWARD OF DBE SUBCONTRACTS: The Contractor or Consultant shall, no later than three (3) days from the award of a contract, execute formal contracts or purchase orders with the DBE(s) included in Schedule A.

(F) COUNTING DBE PARTICIPATION: BRMA will count DBE participation toward overall and contract goals as provided in 49 CFR §26.55. BRMA will only count DBE participation by those DBEs performing commercially useful functions as defined in 49 CFR §26.55. BRMA will not count the participation of DBE Subcontractors or

Subconsultants toward a Contractor's or Consultant's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.

The Contractor or Consultant may count its entire expenditure to DBE manufacturers (i.e., a supplier that produces goods from raw materials or substantially alters them before resale). The Contractor or Consultant may count sixty percent (60%) of its expenditures to DBE suppliers that are not manufacturers, provided that the DBE supplier performs a commercially useful function in the supply process as defined in 49 CFR Part 26.55.

A Contractor or Consultant may not count the value of any payment made to a DBE for work that was further subcontracted out by the DBE to a non-DBE.

## PART II – PROCEDURE TO DETERMINE QUALIFICATION STATEMENT OR PROPOSAL COMPLIANCE

- (A) ELIGIBILITY OF DBEs: The Baton Rouge Metropolitan Airport utilizes the Louisiana Unified Certification Program (LA UCP) for DBE certifications. LA UCP uses the certification standards of Subpart D of 49 CFR Part 26 and the certification procedures of Subpart E of 49 CFR Part 26 to determine the eligibility of firms to participate as DBEs. Only DBE firms certified under LA UCP at the time the Qualification Statement or Proposal is submitted will count toward this DBE goal. No self-certification small business programs will be accepted.
- (B) FOR INVITATIONS FOR BIDS ONLY, INFORMATION MUST BE SUPPLIED BY TWO (2) APPARENT LOWEST BID RESPONDENTSWITHIN THREE (3) DAYS OF BID OPENING: Unless directed otherwise by Bidding Documents, within three (3) days from submission of the Bid, the two (2) apparent lowest Respondents shall complete and submit the following schedules (forms) and documents as a condition of responsiveness. The Schedules shall have all blank spaces filled in completely and correctly.

SCHEDULE A – CONTRACT PARTICIPATION AND DBE COMMITMENT FORM (copy attached): It is the obligation of the Respondent to make good faith efforts to meet the DBE goal. Respondents can demonstrate their good faith efforts either by meeting the contract goal or by documenting good faith efforts taken to obtain DBE participation. The Schedule A form shall accurately detail the work proposed by the Respondents to be performed by Respondent and all firm(s) participating in the project and, if it is a bid or proposal, the percent value of that work. If a Respondent is unable to fully meet the DBE goal of this contract, the Respondent shall submit a Schedule C form and all documentation demonstrating the good faith efforts made to comply with the DBE requirements.

SCHEDULE B – REQUIRED PARTICIPATION QUESTIONNAIRE FORM (copy attached): Schedule B forms shall accurately detail the work to be performed by each and every firm participating in the project. A Schedule B must be submitted for the Respondent and for each firm included on Schedule A. In addition, each participating DBE firm must submit a current letter of LAUCP certification along with their Schedule B form.

SCHEDULE C – DBE UNAVAILABILITY CERTIFICATION FORM (copy attached): The Schedule C form shall provide documentation of good faith efforts made to obtain DBE participation. The Schedule C form must be accompanied by supporting documentations such as, but may not be limited to, phone logs, facsimiles, and e-mail correspondence with potential DBE firms. The Schedule C form is only required when the prime firm is unable to fully meet the DBE contract goal. Further explanation of good faith efforts may be found in Appendix A of 49 CFR Part 26. It is up to BRMA to make a fair and reasonable judgment whether a Respondent made adequate good faith efforts to achieve the contract goal.

- (C) **FOR REQUESTS FOR PROPOSALS OR REQUESTS FOR QUALIFICATION ONLY, INFORMATION MUST BE SUPPLIED BY ALL RESPONDENTS AT TIME OF SUBMITTING PROPOSAL OR STATEMENT OF QUALIFICATIONS:** All forms, including Schedule A, Schedule B, and Schedule C, must be completed and submitted at the time when proposals or statements of qualifications are submitted in response to a Request for Proposals or Request for Qualifications, unless directed otherwise in the instructing documents.

### PART III – REPORT/RECORDKEEPING REQUIREMENTS

- (A) CONTRACTOR OR CONSULTANT MONTHLY REPORT (copy attached): This form shall be submitted each month with the Contractor's or Consultant's invoice for payment from BRMA and shall accurately represent the amount paid to DBE Subcontractors or Subconsultants during that invoice period. This form must be submitted with every monthly invoice regardless of the amount of payment or lack of payment. This form shall be signed by the Contractor or Consultant and signed by the DBE Subcontractor(s) or Subconsultant(s) if payment has been made for that month. **The completed form shall be submitted to the Program Manager along with each monthly invoice.** DBE participation will not officially be counted toward the Prime Contractor's or Consultant's commitment until payment has been rendered to the DBE. Failure to submit the required reports may result in the withholding of payment or partial payments to the Contractor or Consultant until the required forms are submitted. This form is not required at the time of submission of Qualification Statements.
- (B) REQUEST FOR REMOVAL AND/OR SUBSTITUTION OF DBE SUBCONTRACTOR OR SUBCONSULTANT (copy attached): The Prime Contractor or Consultant shall utilize the specific DBEs listed on their Schedule A and B forms to perform the work and supply the materials for work listed unless the Prime contractor obtains Baton Rouge Metropolitan Airport written consent via Baton Rouge Metropolitan Airport's Request for Removal and/or Substitution of DBE Subcontractor or Subconsultant form. In addition to post-award terminations, this provision applies to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements. Any and all requests for authorization to remove and/or substitute a DBE Subcontractor(s) or Subconsultant(s) must be made in writing by the Contractor, Consultant, Subcontractor or Subconsultant seeking removal or substitution. This includes, but is not limited to, instances in which a contractor or consultant seeks to perform work originally designated for a DBE subcontractor or subconsultant with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. This request shall

document the scope and value of work to be affected. The Contractor or Consultant making the request must submit with the request the name(s) of replacement DBE and non-DBE Subcontractor(s) or Subconsultant(s). Before transmitting to BRMA its request to terminate and/or substitute a DBE Subcontractor or Subconsultant, the Prime Contractor or Consultant must give notice in writing to the DBE Subcontractor or Subconsultant, with a copy to BRMA, of its intent to request to terminate and/or substitute, and the reason for the request. The Prime Contractor or Consultant must give the DBE five (5) days to respond to the Contractor's or Consultant's notice and advise BRMA and the Contractor or Consultant of the reasons, if any, why it objects to the proposed termination of its subcontract and why BRMA should not approve the Contractor's or Consultant's action. If required in a particular case as a matter of public necessity (e.g., safety), BRMA may provide a response period shorter than five days. When a DBE subcontractor or subconsultant is terminated via BRMA written approval, or fails to complete its work on the contract for any reason, BRMA requires the Contractor or Consultant to make Good Faith Efforts to find another DBE subcontractor or subconsultant to substitute for the original DBE. These Good Faith Efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal established for the procurement. The Good Faith Efforts shall be documented by the contractor. If BRMA requests documentation regarding Good Faith Efforts on substitutions, the contractor shall submit the documentation within seven (7) days, which may be extended for an additional seven (7) days if necessary at the request of the contractor, and BRMA shall provide a written determination to the contractor stating whether or not Good Faith Efforts have been demonstrated. The Prime Contractor or Consultant shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE unless BRMA written consent has been provided via BRMA's Request for Removal and/or Substitution of DBE Subcontractor or Subconsultant. Failure by the Contractor or Consultant to carry out these requirements is a material breach of the contract and may result in the termination of the contract. This form is not required at the time of submission of bids, proposals, or statements of qualifications.

**BATON ROUGE METROPOLITAN AIRPORT (BRMA)**  
**Schedule A**  
**Contract Participation and Disadvantaged Business Enterprise (DBE) Commitment**

**INSTRUCTIONS**

**Column A.** Indicate the firm's role: prime, sub-tier 2 (first-level sub), sub-tier 3 (sub of a sub), manufacturer, regular dealer/supplier, or broker/agent. Please note that only 60% of the value of regular dealer/supplier commissions and fees can be counted toward Disadvantaged Business Enterprise (DBE) participation. All firms participating (DBE and non-DBE, prime and subs) must be included on the form.

**Column B.** Provide the name and address of the firm.

**Column C.** Provide the principal contact person and phone number of the firm.

**Column D.** Describe the work, goods, and/or services to be provided by the firm.

**Column E.** Indicate the percent value of the amount of work assigned to the firm. *Total percent value of work should equal 100% to account for all work being performed on the contract.*

**Column F.** Indicate whether firm is a DBE or non-DBE. DBE-certified means federally certified by a member of the Louisiana Unified Certification Program ([www.LAUCP.org](http://www.LAUCP.org)). An ACDBE designation recognizes the firm as an airport concessionaire.

## **BATON ROUGE METROPOLITAN AIRPORT (BRMA)**

### **Schedule C**

#### **Good Faith Efforts to Secure DBE Participation**

If required, please attach a completed Schedule C and supporting documents to establish that Good Faith Efforts were undertaken to secure DBE participation with respect to CFR 49 Part 26, Appendix A, Part IV, quoted below:

*IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.*

*A. (1) Conducting market research to identify small business contractors and suppliers and soliciting through all reasonable and available means the interest of all certified DBEs that have the capability to perform the work of the contract. This may include attendance at pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to all DBEs listed in the State's directory of transportation firms that specialize in the areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the project.*

*(2) The bidder should solicit this interest as early in the acquisition process as practicable to allow the DBEs to respond to the solicitation and submit a timely offer for the subcontract. The bidder should determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.*

*B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates DBE participation.*

*C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract.*

*D. (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for DBEs to perform the work.*

*(2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.*

*E. (1) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal. Another practice considered an insufficient good faith effort is the rejection of the DBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the bidder or prime contractor to accept unreasonable quotes in order to satisfy contract goals.*

*(2) A prime contractor's inability to find a replacement DBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original DBE. The fact that the contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the contractor of the obligation to make good faith efforts to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote.*

*F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.*

*G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.*

*H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.*











**Schedule C**  
**Certification and Documentation of DBE Unavailability**

If the Respondent cannot fully meet the DBE goal of this Contract, the Respondent shall complete Schedule C **and attach documentation demonstrating the Respondent's good faith efforts.** See Appendix A to 49 CFR Part 26, Guidance Concerning Good Faith Efforts. It is up to BRMA to make a fair and reasonable judgment whether a Respondent that did not meet the contract goal made adequate good faith efforts.

I, \_\_\_\_\_, certify that on the date(s) below I invited the following proposed DBE subcontractor(s) or subconsultant(s) to respond or propose work items to be performed on:

PROJECT NAME: \_\_\_\_\_

PROJECT NO: \_\_\_\_\_

Date of Request	Name and Address of DBE Firm	Transmittal Type	Work Items Sought	Describe Response and/or Follow-up

I do solemnly declare and affirm under the penalties of perjury that the contents of this document are true and correct, and that I am authorized on behalf of this firm to make this affidavit.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Sporting documentation of Good Faith Efforts is attached (required).

## Baton Rouge Metropolitan Airport Contractor or Consultant Monthly DBE Report

INSTRUCTIONS: This report covers the previous estimate period and shall be submitted to the Project Manager Representative or Project Inspector with the current month's pay estimate. The Prime firm shall prepare one form for each DBE firm participating in the project. Questions should be directed to the Airport's DBE Compliance Coordinator through the assigned project manager. **Signatures from DBE firms who received payment during the reporting period are required.** No signature is required if no payments were made to the DBE firm during the reporting period. **If actual DBE item of work is different than that approved at the time of award, the Substitution Form must be completed (If you have not already done so).**

**PRIME FIRM INFORMATION:**

Prime Firm Name		Phone Number	
Project Name			
AIP Project No.		State Project No	
Project Start Date		Est. Project Completion Date	
Original Contract Amount \$	Change Orders (count)	Current Contract Value \$	DBE Commitment _____ %
Invoice Number	Report Period Begin Date	Report Period End Date	

**SUBCONTRACTOR/SUBCONSULTANT INFORMATION:**

DBE Subcontractor or Subconsultant		
DBE Contact		DBE Phone Number
Original Subcontract Amount \$	Original Commitment to Firm _____ %	Current Subcontract Value \$
Amount Paid to Sub This Period \$	Amount Paid to Sub to Date \$	
Scheduled Date of Sub Services (or state ongoing)	Estimated Date of Completion of Sub Services	
Item Number/Description of Work Performed by Sub		

**By signing below, I attest that the information provided is complete accurate, and true to the best of my knowledge.**

Prime Firm's Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print name: \_\_\_\_\_ Title: \_\_\_\_\_

Subcontractor's Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print name: \_\_\_\_\_ Title: \_\_\_\_\_

**I certify that the contracting records and on-side performance of the DBE has been monitored. If actual DBE item of work is different than that approved at the time of award, the Substitution Form must be completed.**

Project Manager Representative/Inspector's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print name: \_\_\_\_\_ Title: \_\_\_\_\_

**BRMA Project Manager or DBELO has reviewed this form.**

DBELO's or Authorized Owner's Representative's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Baton Rouge Metropolitan Airport**  
**Request for Removal and/or Substitution of a DBE Firm**

Project Name		
AIP Project No.	State Project No.	DBE Commitment
Prime Firm Name		Phone Number
Original Contract Amount	Change Orders (Count)	Current Contract Value
Subcontractor or consultant to be removed		
Proposed substitute subcontractor or consultant		
Value of current subcontract		Value of proposed subcontract

Reason for removal or substitution (state in detail, attach supporting documentation if necessary):

Describe the good faith efforts made/ in progress to maintain DBE participation in order to continue to meet the DBE commitment:

Prime Firm's Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Type or Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

# Baton Rouge Metropolitan Airport

## Guidance for Removal and/or Substitution of a DBE Firm

Prime contractor must receive prior written consent from the Airport before terminating a DBE subcontractor listed in response to an Airport solicitation (or an approved substitute DBE firm). This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. All requests must be accompanied by documentation of good faith efforts to maintain the DBE commitment percentage on the total contract value.

The Airport may provide written consent only if it agrees that the prime contractor has Good Cause to terminate the DBE firm. In accordance with DOT 49 CFR Part 26 Good Cause includes the following circumstances:

1. The listed DBE subcontractor fails or refuses to execute a written contract;
2. The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
3. The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements.
4. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
5. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law;
6. The Airport has determined that the listed DBE subcontractor is not a responsible contractor;
7. The listed DBE subcontractor voluntarily withdraws from the project and provides to the Airport written notice of its withdrawal;
8. The listed DBE is ineligible to receive DBE credit for the type of work required;
9. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
10. Other documented good cause that the Airport determines compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.
11. Before transmitting to the Airport its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the Airport, of its intent to request to terminate and/or substitute, and the reason for the request.
12. The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise the Airport and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Airport should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the Airport may provide a response period shorter than five days.
13. In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.
14. After Good Cause is demonstrated by the Contractor and approved by the DBE Liaison Officer, the contractor must make good faith efforts to replace a DBE that is terminated with another certified DBE, to the extent needed to meet the contract goal.
15. In this situation, we will require the prime contractor to provide copies of new or amended subcontracts, or documentation of good faith efforts. If the contractor fails or refuses to comply in the time the Airport specified, our contracting office will issue an order stopping all or part of payment/work until satisfactory action has been taken. If the contractor still fails to comply, the contracting officer may issue a termination for default proceeding.

**SECTION F**

SAMPLE CONTRACT  
(FOR INFORMATION PURPOSES AND SUBJECT TO CHANGE)



# **CONSULTING SERVICES AGREEMENT**

## **A.I.P. NO. 3-22-0006- STATE PROJECT NO. 917-01- EAST BATON ROUGE PARISH**

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the PARISH OF EAST BATON ROUGE AND THE GREATER BATON ROUGE AIRPORT DISTRICT, hereinafter called the Owner, acting by and through the MAYOR PRESIDENT, SHARON WESTON BROOME, who is duly authorized to act for and in behalf of said Owner, and \_\_\_\_\_, hereinafter called the Consultant.

WITNESSETH: That;

WHEREAS, the Owner proposes, in concert with the Louisiana Department of Transportation and Development, hereinafter called DOTD, to

hereinafter called the Project, in accordance with guidelines established by the Federal Aviation Administration, hereinafter called FAA; and

WHEREAS, the Owner, with the approval of the DOTD, desires to obtain professional services for \_\_\_\_\_, in connection with said Project; and

WHEREAS, the Consultant is agreeable to undertaking the services under conditions and for fees satisfactory to the Owner and DOTD;

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

### **ARTICLE 1 EMPLOYMENT OF CONSULTANT**

**1.1** The Owner agrees to employ the Consultant and the Consultant agrees to perform professional services, as more particularly described in the sections to follow, in connection with the Project, and in consideration for having rendered such services, the Owner agrees to pay the Consultant compensation as stated in the sections to follow.

**1.2** The Consultant agrees to proceed upon written authorization by the Owner and DOTD, with the services, in proper sequence and in the times specified for the Project as hereinafter set forth.

**ARTICLE 2  
PROJECT IDENTIFICATION**

**2.1** The project covered by this Agreement shall consist generally of

**2.2** State Project No. H.XX.X and FAA Project No. A.I.P. 3.22-000X-\_\_ have been assigned to this Agreement to identify preliminary costs. All invoices, progress reports, correspondence, etc., required in connection with this Agreement shall be identified with these project numbers.

**ARTICLE 3  
CHARACTER AND EXTENT OF BASIC SERVICES**

**3.1 GENERAL**

**3.1.1** The Consultant shall render the professional services necessary for the development of the Project in accordance with DOTD and FAA requirements. These services will include serving as the Owner's professional representative for the Project and providing professional consultation and advice to the Owner. The Project contains three phases identified in general as follows:

Phase I:	Preliminary Phase
Phase II:	Design Phase
Phase III:	Construction Phase

**3.1.2** The phases are described more specifically as follows:

**3.2 PHASE I - PRELIMINARY PHASE**

**3.2.1** Attend preliminary conferences with the Owner, the DOTD, the FAA and other interested parties to review available data and to clarify and define the requirements of the Project.

**3.2.2** Identify and analyze the requirements of governmental authorities having jurisdiction to approve the design of the Project and participate in consultations with such authorities.

**3.2.3** Prepare a preliminary report on the Project in sufficient detail to indicate generally the problems involved and the alternative solutions available to the Owner, to include preliminary layouts and cost estimates for the Project, and to set forth clearly the Consultant's recommendations. Furnish the Owner with five copies of the report.

**3.2.4** Update the existing Airport Layout Plan (ALP) and the Airport Security Layout Plan if the project affects the Air Operations Area (AOA) as necessary. This update of the existing Airport Layout Plan (ALP) shall be accomplished utilizing "Autocad Map 3D 2017". If complete redrawing is required, the Consultant will be compensated in accordance with the provisions for Contract Changes. Furnish the Owner with fifteen blackline copies of the Airport Layout Plan and an updated copy on DVD.

**3.2.5** Perform field surveys, including any necessary topographic surveys, required to collect data required for the design of the Project. Boundary and right-of-way surveys are excluded.

**3.2.6** Establish the scope of any special soils and foundation investigations or any special surveys, boundary surveys or special tests which, in the opinion of the Consultant, may be required for the design of the Project; assist the Owner, if requested, to obtain such services from others.

### **3.3 PHASE II - DESIGN PHASE**

**3.3.1** Attend meetings and conferences as may be necessary to obtain information and to coordinate and/or resolve design matters.

**3.3.2** Prepare detailed plans, specifications, contract documents and cost estimates. For wheel loads up to 30,000 pounds, the design and specifications shall be in accordance with Louisiana General Aviation Specification Workbook, current edition.

**3.3.3** Furnish engineering data, as may be required, for applications for regulatory permits required by local, state and federal authorities.

**3.3.4** Furnish the Owner \_\_\_\_\_ copies of the plans, specifications, contract documents and estimates for final review by the Owner and approving authorities.

**3.3.5** Make revisions to the plans, specifications, contract documents and estimates as may be required after final review by the Owner and approving authorities. Plans shall be prepared on Mylar or vellum of the highest quality.

**3.3.6** Provide the Owner with \_\_\_\_\_ copies of the revised and approved plans, specifications and contract documents for bidding purposes. Copies of the plans, specifications and contract documents, requested by the Owner in writing, in excess of the specified number will be paid for under the provisions for Contract Changes.

### **3.4 PHASE III - CONSTRUCTION PHASE**

**3.4.1** Assist the Owner in the advertising of the Project for bids. Furnish a tabulation and analysis of bids received including Disadvantaged Business Enterprise (DBE) participation and make recommendations to the Owner for award of construction contracts.

**3.4.2** Conduct a pre-bid conference to discuss the requirements of the Project with prospective bidders, subcontractors and suppliers and prepare meeting minutes.

**3.4.3** Assist the Owner in the preparation and execution of formal contract documents for the construction contracts.

**3.4.4** Attend and prepare a record of, a preconstruction conference with representatives of the Owner, the DOTD, the FAA, the contractors and other interested parties.

**3.4.5** Perform the necessary field surveys for establishing horizontal and vertical controls for the use of the contractors during the performance of the construction.

**3.4.6** Make periodic visits to the site (as distinguished from the continuous services of a resident project representative) to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the contract documents. These periodic visits shall be made a minimum of once each \_\_\_\_\_. In the performance of these services, the Consultant shall endeavor to protect the Owner against defects and deficiencies in the work of the contractors, but he cannot guarantee the performance of the contractor, nor be responsible for the actual supervision of the construction operations or for any safety measures the contractors take or should take.

**3.4.7** Consult with and advise the Owner, issue all instructions to the contractors as may be requested by the Owner; and prepare routine change orders as required.

**3.4.8** Review samples, catalog data, schedules, shop drawings, laboratory, shop, and mill tests of materials and equipment, and other data submitted by the contractor, but only for conformance with the design concept of the Project and compliance with the information given in the contract documents.

**3.4.9** Prepare and/or verify any periodic and final estimates for payments to the contractors, and furnish the Owner any necessary certifications, as to payments to contractors and suppliers, weekly contractor payrolls, DBE participation forms; assemble written guarantees and operating manuals for equipment installed under the Project for delivery to the Owner.

**3.4.10** Observe initial operation of the Project, or of performance tests required by the specifications.

**3.4.11** Conduct, in the company of the Owner, the DOTD, and the FAA, a final inspection of the Project for conformance with the design concept of the Project and compliance with the contract documents, provide punchlist and approve, in writing, final payment to the contractors.

**3.4.12** Revise contract drawings with the assistance of the resident project representative to show the work as actually constructed. Furnish \_\_\_\_ sets of the record plans and one set of mylar reproducibles. Diazo or ammonia type plastic film sepia reproductions will not be acceptable. In addition, the record "As-Built" drawings will be supplied in "Autocad Map 3D 2017 on DVD.

**3.4.13** Conduct an inspection of the Project prior to the expiration of any warranty period and advise the Owner of any recommended action, if any, to be taken under the terms of any warranty.

## **ARTICLE 4 SPECIAL SERVICES**

**4.1** GENERAL

**4.1.1** The professional services set forth in this article are not included as a part of the basic services to be provided under Article 3. In the event that the following Special Services of the Consultant are required, compensation for such services will be provided as a Contract Change. No Special Services shall be performed by the Consultant unless authorized in writing by the Owner and DOTD.

## **4.2 SPECIAL SERVICES**

**4.2.1** Services of a resident project representative, and other field personnel as required, for continuous on-site observation of the construction and, if required, for detailed construction layout surveys.

**4.2.2** Boundary, land and right-of-way surveys, establishment of monuments and related office computations and drafting.

**4.2.3** Preparation of property or easement descriptions and related drawings.

**4.2.4** Assistance to the Owner as an expert witness in any litigation with third parties arising from the development or construction of the Project.

**4.2.5** Appearance before regulatory agencies beyond that normally required under the Basic Services, when authorized by the Owner.

**4.2.6** Preparation of Environmental Impact Assessment Reports and assistance to the Owner in preparing for, and attending, public hearings.

**4.2.7** Preparation of a preapplication for federal assistance including such supporting documentation as may be necessary. Preparation of applications for government grants or advances.

**4.2.8** Detailed mill, shop and/or laboratory inspection of materials or equipment.

**4.2.9** Additional copies of reports, plans, specifications and documents above the number specified to be furnished under the Basic Services.

**4.2.10** Travel and subsistence for the Consultant and his staff beyond that normally required under the Basic Services, when authorized by the Owner.

**4.2.11** Preparation of operating instructions and manuals for facilities and training of personnel in the operation of the facilities.

**4.2.12** Actual performance of soils and foundation investigations, including field and laboratory tests, borings, related engineering analyses, and recommendations.

**4.2.13** Extensive revision of contract drawings after a definite plan has been approved by the Owner.

**4.2.14** Preparation of a new Airport Layout Plan for an existing airport.

**4.2.15** Preparation of feasibility or rate-making studies.

**4.2.16** Any other services required for the Project, authorized in writing by the Owner, and not otherwise provided for in this agreement.

## **ARTICLE 5 RESPONSIBILITIES OF THE OWNER**

**5.1** In addition to any services previously indicated to be performed by the Owner at no cost to the Consultant, the Owner will furnish without charge, the following services and data.

**5.2** Provide all criteria and full information as to the Owner's requirements for the Project, including, but not limited to, design objectives and constraints, capacity and performance requirements and budgetary constraints; furnish copies of all design and construction standards which the Owner will require to be used for the Project.

**5.3** Assist the Consultant by placing at his disposal all available plans, specifications, maps, field notes, previous reports, statistics and other data in the Owner's possession relative to the existing facilities and to the Project.

**5.4** Furnish the Consultant, as required for the performance of the Consultant's services, any data that may have been prepared by or services performed by others including, but not limited to, soils and foundation investigations, boundary and right-of-way surveys and Environmental Impact Assessment reports, as appropriate.

**5.5** Arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform the services under this Agreement.

**5.6** Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor and other consultants as the Owner deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.

**5.7** Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for the completion of the Project.

**5.8** Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project; such legal services as the Owner may require or the Consultant may reasonably recommend with regard to legal issues pertaining to the Project, including any that may be raised by contractors; such auditing service as the Owner may require to ascertain how and for what purpose any contractor has used the monies paid to him under the construction contract; and such inspection services as the Owner may require to ascertain that contractors are complying with any law, rule, or regulation applicable to their performance of the work.

**5.9** Designate in writing a person to act as the Owner 's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information and to interpret and define the Owner 's policies and decisions with respect to materials, equipment, elements and systems pertinent to the Consultant's services.

**5.10** Give prompt written notice to the Consultant whenever the Owner observes or otherwise becomes aware of any development that affects the scope or timing of the Consultant's services, or any defect in the work of the contractors.

**5.11** Furnish, or direct the Consultant to provide, necessary Special Services or other services as required.

## **ARTICLE 6 GENERAL REQUIREMENTS**

**6.1** It is the intent of this Agreement that, with the exception of the data specifically listed to be furnished by the Owner, the Consultant shall, for the agreed fees, obtain all data and furnish all services and materials required to fully develop and implement the Preliminary Phase. All items required to accomplish these results, whether or not specifically mentioned in this Agreement, are to be furnished at a cost not to exceed the maximum amount established by this Agreement.

**6.2** It is understood that the preparation of preliminary and final plans, specifications, estimates and all other work required of the Consultant under this Agreement shall be performed to the satisfaction and approval of the Owner and DOTD. Errors and omissions in plans discovered subsequent to final acceptance by the Owner and DOTD shall be corrected by the Consultant without additional compensation.

**6.3** Immediately upon receiving authorization to proceed with the work, the Consultant shall prepare and submit to the Owner for subsequent submittal to the DOTD a proposed progress schedule in the form of a bar chart, which shall show, in particular, the appropriate items of work, times of beginning and completion by calendar periods, and other data pertinent to each schedule. In addition, this chart shall be arranged so the actual progress can be shown as the items of work are accomplished. This schedule shall be in a form and arrangement and include data approved by the Owner and DOTD. It shall be revised monthly and submitted with other monthly data required. One original and two copies of this schedule shall be submitted.

## **ARTICLE 7 COMPENSATION**

**7.1** Compensation to the Consultant for services rendered in connection with this Agreement will be made on the basis of a lump sum fee for each Agreement Phase as follows:

Phase I-	Preliminary Phase	\$
Phase II-	Design Phase	\$

Compensation for Phase III, Construction Phase Services, shall be covered by a Supplemental Agreement to this contract. Several variables, including construction time, will be better defined during the Preliminary and Design Phases of the project.

**7.2** In summary, the total lump sum fee that will be paid to the Consultant under the terms of this Agreement is \$\_\_\_\_\_ payable in monthly installments as specified under "Payment". The fee to be paid herein under each phase and/or part shall not be combined with other phases and/or parts and shall remain separate and apart. The Consultant shall not charge time on one phase and/or part while performing work on another phase and/or part.

## **ARTICLE 8 PAYMENT**

**8.1** Payments to the Consultant for services rendered will be made monthly based on a certified invoice directly proportional to the percentage of completion of work as shown in the monthly progress schedule. The monthly progress schedule shall show in detail the status of the work, shall be subdivided into appropriate Phases with estimated percentages for each Phase, and shall be of a form and with a division of items as approved by the Owner and DOTD. All payments shall include a report identifying DBE participation. The allowable costs shall be in accordance with the cost principles and procedures set forth in 48 CFR 31 of the Federal Aviation Regulation (FAR) as appropriate.

**8.2** The monthly invoice reflecting the amount and value of work accomplished to the date of such submission shall be submitted to the Owner. The retainage will be released following completion of the work for each phase or upon written authorization of the Owner and DOTD. The invoice shall also show the total of previous payments on account of this Agreement, and the amount due and payable as of the date of the current invoice.

**8.3** The original and five copies of the invoice shall be submitted to the Owner. The invoice must be signed by a principal member of the Consultant's firm and notarized.

**8.4** Upon receipt and approval of each invoice, the Owner shall pay the amount shown to be due and payable within \_\_\_\_ days.

## **ARTICLE 9 PERIOD OF SERVICE**

**9.1** The services to be performed \_\_\_\_\_ shall be commenced after execution of this Agreement and promptly upon receipt of written notice from the Owner and DOTD to proceed and shall be completed within \_\_\_\_\_ days following date of notice to proceed.

**9.2** The work to be performed under any remaining Phases shall be activated by letter of authorization from the Owner and DOTD, addressed and delivered to the Consultant.

## **ARTICLE 10 CONTRACT CHANGES**

**10.1** Minor revisions in the described work will be made by the Consultant without additional compensation as the work progresses. Considerations for minor revisions have been



included in the fee computation. If the Owner and DOTD require more substantial revisions or additional work which the Consultant believes to warrant additional compensation, the Consultant will notify the Owner and DOTD in writing within thirty days of being instructed to perform such work. If Owner and DOTD agree that the required work is extra and warrants additional compensation, the Agreement will be changed by one of the following methods:

**10.1.1** Extra Work Letter: An Extra Work Letter may be issued for extra work that does not constitute a change in scope, and for which the estimated fee plus the fee for all previous Extra Work Letters does not exceed 10% of the original Agreement fees. Extra Work Letters will be issued by the Owner and DOTD. All Extra Work Letters requiring federal funding shall be approved by FAA prior to issuance. Upon completion of the project, all extra work letters shall be combined and formally incorporated into the contract by a Supplemental Agreement.

**10.1.2** Supplemental Agreement: A Supplemental Agreement will be required when the extra work represents a change in the original scope of the Agreement, or when the estimated fee for the extra work plus the fee for all previous Extra Work Letters exceeds 10% of the original Agreement fees.

**10.2** The Consultant shall not commence any extra work requiring extra compensation until one of the Agreement changes described above has been executed and authority to proceed has been given by the Owner and DOTD.

**10.3** Specific hourly rates of compensation for each class of employee for work authorized by Extra Work Letter are shown below. The rates include consideration for direct salary costs, indirect salary costs, indirect non-salary costs, and profit. Required travel, subsistence, and other direct non-salary costs will be included in the fee.

<u>CLASSIFICATION</u>	<u>HOURLY RATES</u>
Draftsman	\$
Technician	\$
Pre-Professional	\$
Professional	\$
Supervisor	\$
Principal	\$

## **ARTICLE 11 OWNERSHIP OF DOCUMENTS**

**11.1** All data collected by the Consultant and all documents, notes, drawings, tracings and files collected or prepared in connection with this work, except the Consultant's personnel and administrative files, shall become and be the property of the Owner and the Owner shall not be restricted in any way whatever in its use of such material. The Consultant shall maintain a record copy of all such data available for review for a period of at least 3 years.

**11.2** No public news releases, technical papers or presentations concerning this project may be made without the prior written approval of the Owner.

## **ARTICLE 12 INSURANCE**

**12.1** The Consultant agrees to procure and maintain at his expense, until the completion and final acceptance of the services covered in this agreement, insurance of the following kinds and amounts, with insurance companies authorized to do business in the State, covering all operations under this agreement performed by them:

- (a) Workmen's Compensation, Statutory Limits, and Employer's Liability Insurance covering all employees engaged in service hereunder. Employer's liability coverage shall be at least \$100,000 aggregate.
- (b) Public Liability and, for each and every motor vehicle used in performance hereunder, Automotive Public Liability, in amounts not less than \$500,000 for one person and \$1,000,000 for any one accident or \$1,000,000 single limit inclusive of bodily injury and property damage liability coverage.
- (c) Professional Liability Insurance covering errors and omissions in an amount of not less than \$1,000,000 subject only to deductible of \$100,000.

**12.2** Certificates of Insurance shall be furnished the PARISH and shall provide that insurance shall not be canceled without thirty (30) days prior written notice to PARISH. The PARISH, on request, may examine the policies. The following shall be named as additional insured under all policies of insurance:

The City of Baton Rouge  
The PARISH of East Baton Rouge

## **ARTICLE 13 DELAYS AND EXTENSIONS**

**13.1** The Consultant will be given an extension of time for delays beyond their control or for those caused by tardy approvals of work in progress by various official agencies. If, at any time, the contract time plus any delays, is or will be exceeded by twelve months due to delays beyond the Consultant's control or for those caused by tardy approvals of work in progress by various official agencies, this will be cause for review of contract fees. If, in the opinion of the Owner and DOTD, circumstances indicate a need for additional compensation, the fees stipulated herein for work accomplished after the delay period will be addressed. Subsequent phases will also be considered as delayed. It will be the responsibility of the Consultant to request additional compensation promptly in writing and no fee adjustment will be made for work performed prior to such request.

## **ARTICLE 14 PROSECUTION OF WORK**

**14.1** General: The Consultant shall provide sufficient materials, equipment, and personnel to guarantee completion of the project in accordance with the project scope and within the contract time limit. If the completed work is behind the approved progress schedule,

the Consultant shall take immediate steps to restore satisfactory progress without additional compensation.

**14.2** Certification: Based on his certification to the Owner that his design meets applicable FAA statutory and administrative requirements, the Consultant shall recommend that the Owner proceed with certification of the design to the FAA and upon authorization from FAA proceed to obtain bids for the work.

## **ARTICLE 15 RECORDS AND ACCESS TO RECORDS**

**15.1** The Consultant and their subconsultants shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred relative to this project in accordance with 48 CFR 31 of the Federal Aviation Regulation and shall make such material available at their respective offices at all reasonable times during the Agreement period. Such records shall be retained until such time as an audit is made by the DOTD or the Consultant is released in writing by DOTD's internal Auditor, at which time the Consultant may dispose of such records. The Consultant shall however, retain such records for a minimum of three years from the date of release of all retainage under this Agreement, for inspection, audit examination, excerpts and transcriptions by the DOTD and/or Legislative Auditor, the FAA, the Inspector General of the US DOT, the Owner, the Comptroller General of the United States, or the General Accounting Office (GAO) under State and Federal Regulations effective as of the date of this Agreement and copies thereof shall be furnished if requested.

## **ARTICLE 16 TERMINATION OR SUSPENSION**

**16.1** The terms of this Agreement shall be binding upon the parties hereto until the work has been completed and accepted by the Owner and DOTD and all payments required to be made to the Consultant have been made; but, this Agreement may be terminated under any or all of the following conditions:

**16.1.1** By mutual agreement and consent of the parties hereto.

**16.1.2** By the Owner as a consequence of the failure of the Consultant to comply with the terms, progress or quality of work in a satisfactory manner, proper allowance being made for circumstances beyond the control of the Consultant.

**16.1.3** By either party upon failure of the other party to fulfill their obligations as set forth in this Agreement.

**16.1.4** By the Owner due to the departure for whatever reason of any principal member or members of the Consultant's firm.

**16.1.5** By satisfactory completion of all services and obligations described herein.

**16.1.6** By the Owner by giving thirty days notice to the Consultant in writing and paying fees due for completed work.

**16.2** Upon termination the Consultant shall deliver to the Owner all plans and records of the work compiled to the date of termination and the Owner shall pay in full for all work accomplished up to the date of termination, including any retained percentage earned to date.

**16.3** Should the Owner desire to suspend the work, but not definitely terminate the Agreement, this may be done by thirty days notice given by the Owner in writing to that effect. The work may be reinstated and resumed in full force and effect upon receipt from the Owner of thirty days notice in writing to that effect.

## **ARTICLE 17 PUBLIC LIABILITY**

**17.1** The Consultant shall indemnify and save harmless the Owner and DOTD against any and all claims, demands, suits, judgments of sums of money, to any party for loss of life or injury or damage to persons or property growing out of, resulting from, or by reason of, any negligent act or omission, operation or work of the Consultant, their agents, servants or employees while engaged upon or in connection with the services required or performed by the Consultant hereunder.

## **ARTICLE 18 CLAIM FOR LIENS**

**18.1** The Consultant shall hold the Owner harmless from any and all claims for liens for labor, services or material furnished to the Consultant in connection with the performance of their obligations under this Agreement.

## **ARTICLE 19 COMPLIANCE WITH LAWS**

**19.1** The Consultant shall comply with all applicable Federal, State and Local laws and ordinances, as shall all others employed by them in carrying out the provisions of this Agreement. Specific reference is made to Act No. 73 of 1950 of the State of Louisiana, an act to regulate the practices of engineering and land surveying.

## **ARTICLE 20 SUCCESSORS AND ASSIGNS**

**20.1** The Owner and the Consultant each binds himself and his successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party thereto.

## **ARTICLE 21 ENDORSEMENT OF PLANS**

**21.1** The Consultant shall endorse all plans prepared by them in the manner required by the DOTD, the Owner, and the State of Louisiana in accordance with LA R.S. 37:696 and LAC 46:LXI.1701.

**ARTICLE 22**  
**TAX RESPONSIBILITY**

**22.1** The Consultant hereby agrees that the responsibility for payment of taxes on the payments received under this Agreement shall be his obligation.

**ARTICLE 23**  
**VENUE AND DISPUTES**

**23.1** Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Agreement shall be in East Baton Rouge Parish.

**23.2** Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the parties hereto shall be referred to the Owner and DOTD for determination, whose decision in the matter shall be final and conclusive on the parties to this Agreement.

**ARTICLE 24**  
**PROGRESS INSPECTIONS**

**24.1** During the progress of the work, representatives of the Owner, DOTD, and other interested parties when so named herein shall have the right to examine the work and may confer with the Consultant thereon. In addition, the Consultant shall furnish, upon request, prints of any specific item of his work for the Owner and/or DOTD inspection. The Consultant shall confer with the Owner and DOTD and such other parties and from time to time may submit sketches illustrating significant features of the work for interim approval.

**ARTICLE 25**  
**COVENANT AGAINST CONTINGENT FEES**

**25.1** The Consultant warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that they have not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty the DOTD and/or the Owner shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

**ARTICLE 26**  
**SUBLETTING, ASSIGNMENT OR TRANSFER**

**26.1** This Agreement, or any portion thereof, shall not be transferred, assigned or sublet without the prior written assent of the Owner and DOTD. In the event the Consultant does elect to sublet any of the services required under this Agreement, they must take affirmative steps to utilize small business and disadvantage/women owned business sources of supplies, equipment, construction, and services. Affirmative steps shall include the following:

**26.1.1** Including qualified small and disadvantaged/women businesses on solicitation lists.

**26.1.2** Assuring that small and disadvantaged/women businesses are solicited whenever they are potential sources.

**26.1.3** When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small and disadvantaged/women business participation.

**26.1.4** Where the requirement permits, establishing delivery schedules which will encourage participation by small and disadvantaged/women businesses.

**26.1.5** Using the services and assistance of the Small Business Administration, the Office of Disadvantaged Business Enterprise of the Department of Commerce and the Community Services Administration as required.

**26.1.6** Also, the Consultant is encouraged to procure goods and services from labor surplus areas.

**ARTICLE 27**  
**RIGHT TO AUDIT**

**27.1** This agreement shall permit the authorized representative of the Baton Rouge Metropolitan Airport District/Owner to periodically inspect and audit all data and records of the consultant relating to the consultant's performance under this agreement.

**ARTICLE 28**  
**NONDISCRIMINATION**

**28.1** The Consultant with regard to the work performed by it during the Contract shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases or equipment. The Consultant shall not participate either directly or indirectly in discrimination prohibited by law including employment practices.

**ARTICLE 29  
ANTI-KICKBACK**

**29.1** Salaries of architects, draftsmen, technical staff, and technicians performing work under this Contract shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland "Anti-Kickback Act" (Title 18 U.S.A. , Section 874) and as supplemented in the Department of Labor Regulations (29 CFR, Part 3) The Consultant shall comply with all applicable "Anti-Kickback" regulations and laws and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by subcontractor with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemption from the requirement thereof.

**ARTICLE 30  
30 DAY RIGHT TO CANCEL**

**30.1** Baton Rouge Metropolitan Airport District/Owner may terminate this contract by giving thirty (30) days advance written notice to consultant. In the event of the termination, the District will be liable to the consultant for only those services which have been rendered prior to the date of mailing of such notice.

**ARTICLE 31  
SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES**

- 31.1** This Agreement is subject to the following special provisions.
- 31.2** The following Exhibits are attached to and made a part of this Agreement.
- 31.2.1** Exhibit A, "Contractor Contractual Requirements", consisting of 2 pages.
- 31.2.2** Exhibit B, "Further Description of Basic Engineering Services and Related Matters", consisting of \_\_ pages.
- 31.2.3** Exhibit C, "Duties, Responsibilities and Limitations of Authority for Resident Project Representative", consisting of 5 pages.

This Agreement together with the Exhibits and Schedules identified above constitute the entire Agreement between the Owner and the Consultant and supersede all prior written or oral understandings. This Agreement and said Exhibits and Schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

**WITNESSES:**

\_\_\_\_\_

**CONSULTANT**

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

**WITNESSES:**

\_\_\_\_\_

**The City of Baton Rouge/  
Parish of East Baton Rouge  
On Behalf of the Greater  
Baton Rouge Airport District:**

By \_\_\_\_\_

Name Sharon Weston Broome

Title Mayor-President

Approved as to form and legality  
On behalf of the Greater Baton Rouge  
Airport District only.

By: \_\_\_\_\_

Title: \_\_\_\_\_