

**CITY OF NEW ORLEANS  
NEW ORLEANS AVIATION BOARD  
LOUIS ARMSTRONG NEW ORLEANS INTERNATIONAL AIRPORT  
REQUEST FOR QUALIFICATIONS**

**ENGINEERING DESIGN SERVICES FOR THE EXTENSION OF TAXIWAY GULF  
RFQ #8910-02469**

**PROPOSED SCHEDULE**

A. RFQ Release Date	01/30/2019
B. <b>OPTIONAL</b> Pre-Proposal Meeting at the Louis Armstrong New Orleans International Airport ( <b>Nolan A. Marshall Aviation Boardroom</b> )	02/13/2019
C. Last Day for Questions	02/15/2019
D. SUBMITTAL SUBMISSION DEADLINE 4 PM CT	<b>02/28/2019</b>
E. Technical Review of Submittals	03/07/2019
F. Evaluation Committee Meeting	03/13/2019
G. Proposer Interviews (if requested)	TBD
H. Award Notification (approximate)	March 21, 2019
I. Execution of Agreement (approximate)	June 2019

**Submittals should be addressed to:**

Department of Finance/Bureau of Purchasing  
Attention: Chief Procurement Officer  
New Orleans City Hall  
1300 Perdido Street  
Room 4W07  
New Orleans, Louisiana 70112

**Point of Contact:**

All correspondence and other communications regarding this RFQ should be directed to the attention of the NOAB Procurement Manager at [procurement@flymsy.com](mailto:procurement@flymsy.com).

## **ATTACHMENTS**

Attachment A	Scope of Work
Attachment B	Draft Professional Services Agreement (Non-Negotiable)
Attachment C	Office of Inspector General
Attachment D	DBE Schedule of Contract Participation
Attachment E	NOAB S-03B Form
Attachment F	Non-Collusion Affidavit
Attachment G	NOAB Conflict of Interest Disclosure Affidavit
Attachment H	Tax Clearance Certificate
Attachment I	Proposer Attestation
Attachment J	Certification Regarding Tax Delinquency & Felony Convictions
Exhibit A	Certification Regarding Disbarment

## **SECTION I - INTRODUCTION**

### **A. Request for Qualifications**

The City of New Orleans (“City”), by and through the New Orleans Aviation Board (“NOAB”), is requesting qualifications from persons, firms, and teams of firms (“Proposers”) to provide engineering design services for the extension of Taxiway Gulf - West. As provided below, and incident to City Charter Section 6-308(5), Executive Order MJL 10-05, and FAA Advisory Circular No. 150/5100-14E, it requests qualifications from experienced firms to perform the scope of work.

It is imperative that all Proposers read, review, and understand this RFQ and all attachments. Attention should be directed to **Attachment B – Draft Professional Services Agreement**. Specific terms and conditions of the Agreement to be awarded under this RFQ are contained herein.

### **B. Scope of Work**

The scope of work is set forth in **Attachment A**.

### **C. Minimum Qualifications**

Successful Proposers must have a minimum of ten (10) years of previous experience in providing engineering design services (including geometric layout, plan, and profile) along with experience with federally funded airport improvement projects at similar national airports.

## **SECTION II – DEFINED TERMS**

- A.** The **Agreement** refers to the Professional Services Agreement attached hereto as **Attachment “B”**.
- B.** The **Airport** means the Louis Armstrong New Orleans International Airport.
- C.** The **Board and/or NOAB** mean the New Orleans Aviation Board.
- D.** The **City** means the City of New Orleans.
- E.** The **Director** means the Director of Aviation of the Airport. All determinations regarding conflicts of interest will be made at the sole discretion of the Director, whose decision is final.
- F.** The **Evaluation Committee** means that committee referenced in Section VI – Submittal Evaluation of this RFQ and which shall be tasked with the review and scoring of the Submittals.
- G.** **Submittal(s)** means any Submittal(s) submitted in response to this RFQ.
- H.** **Proposer(s)** means any entity that submits a Submittal in response to this RFQ.
- I.** The **RFQ** means this Request for Qualifications.

**J. Successful Proposer** means the Proposer that is awarded the Agreement by the NOAB.

### **SECTION III – RFQ PROCESS**

#### **A. Optional Pre-Submittal Conference**

An optional pre-Submittal meeting will be held on **February 13, 2019 at 2:00pm** in the Nolan A. Marshall Aviation Board Room, which is located at the Louis Armstrong New Orleans International Airport. Garage parking tickets will be validated. Airport Staff will be available at this meeting to answer questions about the RFQ.

#### **B. Addenda, Questions, Issues, and Discrepancies**

Any change to the RFQ or related documents will be made by a written addendum and available on the City’s website: [www.purchasing.nola.gov](http://www.purchasing.nola.gov).

If discrepancies or omissions are found by any prospective Proposer or there is doubt as to the true meaning of any part of this RFQ, including any of its attachments, a request for clarification or interpretation must be made in writing to the NOAB Procurement Manager at [procurement@flymsy.com](mailto:procurement@flymsy.com).

Any questions, issues or disagreement regarding the terms, requirements or form of this RFQ must be raised in advance of submittal of Submittals and must be submitted in writing to the NOAB Procurement Manager at [procurement@flymsy.com](mailto:procurement@flymsy.com). The last day to submit questions is **4:00 p.m. Central Time on February 15, 2019**. Any questions received after that time will not be considered, and shall not be a basis to thereafter challenge this RFQ or the award of any Agreement resulting from this RFQ.

The City/NOAB will issue a response to any inquiry if it deems it necessary, by written addendum to the RFQ, posted on the City’s website ([www.purchasing.nola.gov](http://www.purchasing.nola.gov)), and issued prior to the Submittal due date and time. The Proposer shall not rely on any representation, statement or explanation other than those made in this RFQ document or in any addenda issued. The City/NOAB is not responsible for any explanation, clarification, interpretation or approval made or given in any manner except by addendum.

Where there appears to be a conflict between this RFQ and any addendum issued, the last addendum issued will prevail.

#### **C. Cone of Silence**

With exception of the negotiations phase of this procurement, where the NOAB will enter into contract negotiations with the Proposer given first preference by the selection committee, from the date the RFQ is issued through the time the Agreement is finally awarded by the New Orleans Aviation Board, Proposers shall not contact any members of City or Airport staff, City Officials, Board Members, Elected Officials or their advisors or consultants with respect to this RFQ or the RFQ process other than to submit protests in accordance with City of New Orleans CAO policy number 130. This prohibition does not apply to questions or comments sent in writing to the NOAB Procurement Manager at

[procurement@flymsy.com](mailto:procurement@flymsy.com) or oral communications made at pre-submittal conferences, in presentations before evaluation committees, or during contract negotiations.

Proposers who violate this Cone of Silence may be deemed non-responsive and their Submittal may be rejected for cause.

**D. Office of Inspector General (“OIG”)**

The New Orleans Office of the Inspector General (“OIG”) reviews all solicitations issued and Submittals received by the Airport. The OIG will be actively monitoring all aspects of this solicitation process. There is no cone of silence for the OIG, and Proposers are encouraged to report any concerns to the OIG. Additional information about the OIG can be found in **Attachment C**.

**SECTION IV – BUSINESS TERMS**

**A. Term**

The contract term is one (1) year with four (4) one-year renewal options at the sole discretion of the NOAB; notwithstanding the foregoing, the NOAB reserves the right to extend the contract term for a longer period for the limited purpose of completing pending work assigned during the initial or renewal term.

**B. DBE Participation**

It is the policy of the NOAB that Disadvantaged Business Enterprises (“DBEs”) shall have a level playing field upon which to compete for opportunities.

The goal of the City of New Orleans and the New Orleans Aviation Board is to provide full and fair access to opportunities for Disadvantaged Business Enterprise (“DBE”) firms to provide professional services related to the engineering design required to complete the extension project for the NOAB.

As such, the NOAB has established a federal DBE participation goal of at least **34.51%** for this contract. Only participation by firms that are certified as DBE under 49 CFR Part 26 by a member of the Louisiana Unified Certification Program will count toward this goal.

The NOAB desires to achieve, to the greatest extent possible, quality participation by certified-DBE firms. Proposers are challenged to present a creative and responsive plan that provides for participation that is commercially meaningful and useful. Submittals will be evaluated in part on the respondent’s stated intention to ensure quality participation. If the Proposer does not meet the federal DBE participation goal, the Proposer must include written documentation of its Good Faith Efforts, as the term is defined in 49 CFR Part 26, to meet the federal DBE goal, such as evidence of efforts to secure the participation of certified DBEs or the unavailability of potential certified DBE participants.

If at any point during the term of the contract, the successful Proposer is unable to meet the DBE participation goal, the successful Proposer must provide the NOAB with written

documentary evidence of Good Faith Efforts to secure certified DBE participation or evidence of the unavailability of potential certified DBE participants.

The NOAB affords no preference based upon the geographical area in which a certified DBE firm is located. The NOAB shall have the authority to investigate allegations of discriminatory practices of Proposer(s) who contract or seek to contract with the NOAB.

For a list of certified DBE firms, visit [www.laucp.org](http://www.laucp.org). For more information regarding Good Faith Efforts, see 49 CFR Part 26, Appendix A: "Guidance Concerning Good Faith Efforts." For the NOAB's DBE Plan, visit [www.flymsy.com/dbe-program](http://www.flymsy.com/dbe-program).

Please direct all questions related to federal DBE compliance prior to submission of the Submittal to the NOAB Disadvantaged Business Enterprise Liaison Officer at [procurement@flymsy.com](mailto:procurement@flymsy.com).

## **SECTION V- SUBMITTAL INSTRUCTIONS AND REQUIREMENTS**

### **A. Submittal Delivery**

1. Proposers must submit in an appropriately sized and sealed box;
2. Two (2) bound and tabbed copies of the Submittal;
3. Two (2) digitally signed copies of the Submittal on a CD, DVD or flash drive in PDF format;
4. Proposers should **ensure to notate clearly** on the outside of all submissions (whether submitted via regular mail or via express delivery; on the envelope and the digital submission) **the name of the proposer and the number and the title of the RFQ**. This information is critical to the Bureau of Purchasing to identify proposals.

Submittals should be addressed to:

Department of Finance/Bureau of Purchasing  
Attention: Chief Procurement Officer  
New Orleans City Hall  
1300 Perdido Street  
Room 4W07  
New Orleans, Louisiana 70112

Submittals must be received not later than **February 28, 2019 at 4:00 PM CT**.

### **B. Submittal Contents**

The following components are to be considered as contents for a complete Submittal. The Evaluation Committee will evaluate and compare only those Submittals that substantially conform to the terms and conditions of the RFQ. The Evaluation Committee and NOAB expressly reserve the right to reject any and all Submittals and to waive administrative or technical informalities. Submittals will remain valid for 180 calendar days after the

deadline for submission of Submittals and may be extended beyond that time by mutual agreement. Proposers are encouraged to limit their Submittal to 100 pages.

Submittals should be:

- Printed on 8 ½” x 11” paper
- Sequentially numbered
- Spiral or Three-Ring Bound

Each of the following tabs are required for a complete Submittal. **Proposers are responsible for carefully reviewing this request for qualifications and all of the attachments thereto for additional information that is requested in Submittals.** Each tab shall contain every subheading described within this section, clearly marked and organized in the form described herein, with pertinent information detailed underneath each item that completely answers the request.

1. Letter of Interest: Provide a letter of interest on the company’s letterhead. The Letter of Interest should clearly demonstrate the applicant’s interest in performing the services described in the Scope of Work. The Letter of Interest shall be signed by an authorized representative of the company, and include the company name as well as the name, address and contact information of the primary contact for the Submittal.

Acknowledge and include the following statements in the Letter of Interest:

**“By responding to this RFQ, the Proposer agrees to the City, the NOAB and Federal Required Contract Provisions as provided in Attachment “B” to the RFQ and therefore waives any future right to contest the required provisions.”**

**“The Proposer agrees to use Good Faith Efforts as outlined in 49 CFR Part 26, App. “A” to fully comply with the DBE Program, including all reporting requirements and any specific contract goals for DBE participation.”**

2. Qualification Statement:

- a. The successful Proposer shall demonstrate their capability to perform all or most aspects of the proposed capital projects and recent experience in comparable airport projects; maintain key personnel that possess competitive qualifications, experience and availability to complete the projects proposed. Key personnel members should further possess the professional integrity, competence and knowledge of FAA regulations, policies and procedures.

Description of the team organizational structure, including a chart identifying the Project Manager, key personnel, sub consultants, and responsibilities of team members.

Additionally, the successful Proposer's current workload should demonstrate the ability to meet schedules and deadlines and speak to its capability to incorporate tasks from a variety of projects while managing the basic requirements and vision of the NOAB to promote long-term planning focused on functionality, safety and efficiency.

SF330 Part I – Architect / Engineer Qualifications - Contract Specific Services for the team which will undertake the work, including subconsultants.

Qualifications and experience in providing engineering services for similar airport programs and projects, familiarity with airfield construction, airport facilities, aviation operations, experience with FAA design and administrative requirements.

Experience in the design and construction of airfield facilities, airport operational requirements, and public works regulatory requirements.

Ability to provide a local presence for client and job site activities.

Experience with local construction methods, materials, costs, inspection, and testing methods.

Description of specific resources to be used to provide such services.

Ability to obtain security clearance.

**b. Disadvantaged Business Enterprises (DBE) Participation**

Proposers must ensure that DBEs have the maximum opportunity to participate in the performance of services during the engagement period (as either prime proposers, as a joint venture/partner at the prime level, or as subconsultants). The NOAB has established a federal DBE participation goal of at least **34.51%** for this contract.

All Proposers must complete the Schedule of Contract Participation and DBE Commitment form and enclose it with their Submittals. The most current version of this form and its instructions for completion are attached to this RFQ as **Attachment D** but can also be found on the NOAB's DBE & SL/DBE Programs webpage at <http://www.flymsy.com/dbe-program/DBE-Bid-Forms>. For a list of certified DBE firms, visit [www.laucp.org](http://www.laucp.org).

If a Proposer is unable to reach the DBE participation goal for this contract, please see **Attachment D** for information regarding the required documents and other evidence to establish that Good Faith Efforts were undertaken to secure DBE participation consistent with CFR 49 Part 26, Appendix A, Part IV.

**c. Additional Information**



Proposer may provide any relevant information that is relevant to the selection process as an appendix to its response. Please note that any supplemental information supplied will not be counted against the page total and will not be considered during scoring.

3. NOAB S-03B Form. The prime and each subconsultant, and any other tier subconsultant must submit a fully completed NOAB S-03B Consulting Services Questionnaire. Each prime firm participating as a joint venture should complete a separate NOAB S-03B form and indicate on the form that the firm is a joint venture. All items requested on the form are required, if an item is not applicable, applicant shall enter N/A. A copy of NOAB S-03B form is attached hereto as **Attachment E** and can also be found on the [www.flymsy.com](http://www.flymsy.com) webpage under Business Opportunities.
4. Non-Collusion Affidavit: Submit a completed and notarized Non-Collusion Affidavit testifying that Proposer in no way colluded with anyone or other firms. A copy of the Non-Collusion Affidavit is attached hereto as **Attachment F**.
5. NOAB Conflict of Interest Disclosure Affidavit: Submit a completed and notarized NOAB Conflict of Interest Disclosure Affidavit attached as **Attachment G**.
6. Proposer Attestation - Submit a completed attestation form confirming that the Proposer has not been convicted of or has entered into a plea of guilty for listed state or federal crimes (**Attachment I**).
7. Certification Regarding Tax Delinquency & Felony Conviction - Submit a completed attestation form confirming that the Proposer has not been convicted of or has entered into a plea of guilty for listed state or federal crimes (**Attachment J**).

#### C. **Post Award Forms – To Later Be Submitted**

Upon receiving notification **and** direction by the NOAB, the successful Proposer will be required to submit the following forms and information prior to obtaining a contract:

1. Tax Clearance Certificate (Attachment H): After receiving written notice that the contract is intended to be awarded to the Proposer, the Proposer must complete a City Tax Clearance Authorization Form and receive an approved Tax Clearance Certificate prior to contract award.
2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Exhibit A) After receiving written notice that the contract is intended to be awarded to the Proposer, the Proposer must complete a Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.

## **SECTION VI – SUBMITTAL EVALUATION**

### **A. Evaluation and Selection Process**

An Evaluation Committee will evaluate Submittals in accordance with the City of New Orleans Executive Order MJL 10-05 (<http://nola.gov/mayor/executive-orders/orders/mjl->

[10-05/](#)) and FAA Advisory Circular No. 150/5100-14E to select the Submittal that has achieved the highest possible score using the Evaluation Criteria found herein.

The City/NOAB will make every effort to administer the RFQ process in accordance with the terms and dates discussed in this solicitation. However, the City/NOAB reserves the right to modify the process and dates as deemed necessary at its sole discretion.

During the review of the Submittals, the City/NOAB may:

- Conduct reference checks, and rely on or consider any relevant information from such cited references or from any other sources in the evaluation of Submittals;
- Seek clarification of a Submittal or additional information from any or all Proposers and consider same in the evaluation of Submittals;
- Waive any requests or requirements if such waiver is in the best interest of the City/NOAB;
- Request interviews/presentations with any, some or all Proposers to clarify any questions or considerations based on the information included in Submittals;
- Consider any supplementary information from interviews/presentations or other sources in the evaluation; and
- Verify and substantiate information presented in the Submittal during the course of the evaluation process. Proposers may be asked to clarify and/or provide additional information during the Submittal review process. These requests will require prompt action by Proposers.

### **1. Evaluation**

City/NOAB will appoint an Evaluation Committee to evaluate all responsive Submittals and recommend the Proposer to be awarded the Agreement resulting from this RFQ. The Evaluation Committee may interview all Proposers or create a short-list of Proposers to interview. A short-list of Submittals, when used, is a list of Submittals identified by the Evaluation Committee, based on the Evaluation Criteria in this RFQ, as those that have a substantial chance of resulting in an award in comparison to all other responsive Submittals submitted.

### **2. Recommendation by Evaluation Committee**

Submittals will be scored by the Evaluation Committee using the Evaluation Criteria. Based on the evaluation criteria and the weighted points assigned to each criterion, the Evaluation Committee will recommend award to the Board based on the total score of the Evaluation Committee.

### **3. Approval by Board**

The Evaluation Committee will make its recommendation to the Board. The Board may take into consideration the recommendations of the Evaluation Committee and may make its decision to award, reject, or table the decision to award the Agreement.

#### **4. Presentation to the Board**

Prior to taking any action, the Board has the discretion to require any Proposer to provide additional information to the Board, make a presentation to the Board, and/or appear before the Board to answer questions.

#### **5. Award of Agreement**

The NOAB's proposed Agreement is located at **Attachment B**.

After the Submittals are scored, the NOAB will begin contract negotiations concerning fees and any scope modifications/clarifications needed with the first-ranked Proposer. If a mutually satisfactory contract cannot be negotiated with the first-ranked Proposer, the negotiations with that first-ranked Proposer will be terminated and the Proposer notified. The NOAB will then begin contract negotiations with the next-highest ranked Proposer. This procedure will be continued with the recommended Proposers in the sequence of ranking established by the Evaluation Committee until a mutually satisfactory contract has been negotiated. Once negotiations have been terminated with a Proposer and begun with another, they cannot be reopened with the former Proposer.

#### **6. Protest Procedure**

City of New Orleans, Policy Memorandum No. 130, dated September 24, 2014, outlines the procedures and standards for administrative protests of procurements and applies to this solicitation by the New Orleans Aviation Board.

A copy of Policy Memorandum No. 130 is available on the Airport's website at <http://www.flymsy.com/Business-Opportunities>.

### **B. Evaluation Criteria**

The City/NOAB will apply the following selection criteria and weighting factors to evaluate the Submittals received:

45 Pts. Experience, both firm and individual personnel, as related to the projects especially with regard to all material provided by the Federal Aviation Administration which dictates procedures at air-carrier airports;

25 Pts. Performance history, including, without limitation, competency, responsiveness, cost control, work quality and the ability to meet schedules and deadlines outlining experience providing program management services for airport or similar projects;

20 Pts. Ability to furnish key personnel, sufficient technical, supervisory and administration services to ensure expeditious completion of the work to include firm size and current workload as it relates to program and projects ; and

10 Pts. In meeting the federal Disadvantaged Business Enterprise (DBE) contract goal, evidence documenting that the consultant met the DBE goal, or by documenting that it made adequate good faith efforts to meet the DBE goal,

## **SECTION VII – GENERAL TERMS AND CONDITIONS**

### **A. Ownership of Submittals**

The provisions of the Louisiana Public Records Act (La. R.S. 44:1 et seq.) govern this solicitation. All Submittals, proceedings, records, contracts, and other public documents relating to this solicitation shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information submitted in conjunction with this solicitation may not be subject to public disclosure, protections should be claimed by the Proposer at the time of the submission. All submissions and all documentation submitted therewith are City/NOAB property for all purposes. Proposers must clearly mark documents or information claimed to be exempt from public records disclosure and specifically justify the exemption. Information deemed proprietary and/or confidential that is included in the Submittal should be printed on pink paper. The City/NOAB will not credit any blanket exemption claims lacking specific justification. The City/NOAB does not guarantee the confidentiality of submissions, and final determinations as to which information, if any, is exempt from disclosure rests with the City/NOAB.

### **B. Costs of Preparation**

All costs associated with preparing and delivering a Submittal in response to this RFQ and costs associated with presentations that are part of this RFQ will be borne entirely by the Proposer. NOAB will not compensate Proposers for any expenses incurred as a result of this RFQ process.

### **C. Causes for Disqualification**

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following, among others, may be considered sufficient for the disqualification of a Proposer and the rejection of the Submittal:

1. Evidence of collusion among Proposers.
2. Incomplete submittal of “Submittal Contents” as outlined herein.
3. Lack of business skills or financial resources necessary to perform the Needed Services.
4. Proposer is in arrears or in default to the City on any debt or agreement or is a defaulter, as surety or otherwise, upon any obligation to the City, or has failed to

faithfully perform any previous agreement with the City, in the City's sole determination.

5. Violation of the Cone of Silence or evidence of prohibited lobbying efforts towards members of the Evaluation Committee, any members of City or Airport staff, City Officials, Board Members, Elected Officials or their advisors or consultants.
6. Proposer does not meet the Minimum Qualifications.
7. Submission of more than one Submittal by any individual, firm, partnership or corporation under the same or different names.
8. Other causes as the City/NOAB deems appropriate in its sole and absolute discretion.

**D. Effect**

This RFQ and any related discussions or evaluations by anyone create no rights or obligations whatsoever. The City/NOAB may cancel or modify this RFQ at any time at will, with or without notice. Anything to the contrary notwithstanding, the Agreement executed by the City/NOAB and the selected Proposer, if any, is the exclusive statement of rights and obligations resulting from this solicitation.

**E. Conflicting Provisions**

In the event of any conflict between this Request for Qualifications and Agreement hereto, the provisions of the Request for Qualifications shall prevail unless otherwise instructed.

**F. Cancellation and Rejection of Submittals**

The City/NOAB reserves the right to cancel this RFQ, accept or reject any/all submittals, waive requests or requirements as deemed in the best interest of the City/NOAB, and re-advertise for any reason deemed in the best interest of the City/NOAB.

Submittals that (i) contain incomplete required contents, (ii) do not follow the required format, or (iii) fail to include required contents, may be rejected without further evaluation.

**G. Proposers Risks and Liabilities**

Proposers assume all risk and liability associated with a delay or nonoccurrence of any of the events identified in the above RFQ Schedule. The City/NOAB is not responsible for any direct and/or indirect and/or consequential damages resulting from the delay, occurrence or non-occurrence of any event identified in the RFQ Schedule. Proposers should take such steps as it deems appropriate to cover any loss or impacts due to schedule or delay.

**H. Disputes**

By submitting a response to this request for qualifications, Proposer agrees that (a) the law of the State of Louisiana and City of New Orleans shall govern this request and any subsequent agreement; (b) any disputes arising from or relating to this request or subsequent agreement must be resolved accordingly; and (c) exclusive venue for any lawsuits or disputes arising from or relating to this request or subsequent agreement shall be in the Civil District Court for the Parish of Orleans.

**I. Public Trust**

Each Proposer, joint venture partner, subcontractor, and any other tier subcontractor, and their officers, directors and employees, hereinafter referred to as the “Interested Contract Persons,” acknowledge that the NOAB and the City of New Orleans are government entities serving the public and charged with public trust. As such, the payments under any Agreement will be public funds, and certain types of actions including without limitation criminal activities and offenses involving moral turpitude by Interested Contract Persons may violate the public’s trust. Accordingly, the City/NOAB reserves the right, to exercise in its sole discretion, to pursue termination of any Agreement or subcontract, seeking damages, and any other remedies available at law, in the event of a conviction of any one or more of the Interested Contract Persons or the rendition of a civil judgment against any one or more of the Interested Contract Persons, for any crime or offense involving moral turpitude.

**J. Title VI Solicitation Notice**

The City/NOAB, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Proposers that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

**K. Fair Labor Standards Act**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Proposer has full responsibility to monitor compliance to the referenced statute or regulation. The Proposer must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

**L. Occupational Safety and Health Act of 1970**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Successful Proposer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Successful Proposer retains full responsibility to monitor its compliance and their subcontractor’s

compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Successful Proposer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

**GOOD FAITH EFFORTS HAVE BEEN MADE TO DESCRIBE ALL INFORMATION CONTAINED WITHIN THIS RFQ. THE CITY/NOAB IS NOT LIABLE FOR ANY CHANGES OR MISINTERPRETATIONS. PROPOSERS ARE RESPONSIBLE FOR VERIFYING ALL INFORMATION WITHIN THIS RFQ, INCLUDING THE TECHNICAL INFORMATION.**

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## Attachment A

### Scope of Work

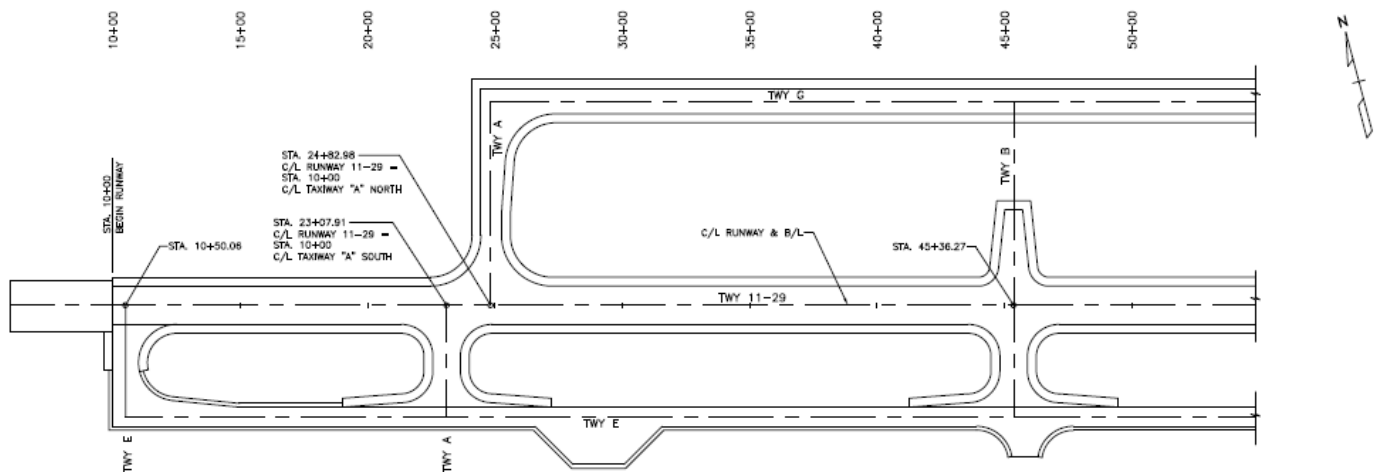
#### Background

Louis Armstrong New Orleans International Airport (Airport) is a public use international airport located in the City of Kenner and the Parishes of Jefferson and St. Charles. It is owned by the City of New Orleans and operated by the New Orleans Aviation Board (NOAB). LANOIA is the primary commercial airport for the New Orleans metropolitan area and southeast Louisiana, serving over 20 million passengers, annually. LANOIA has two (2) runways:

- Runway 11/29 (10,104' length by 150' wide) concrete pavement surface
- Runway 2/20 (7,001' length by 150' wide) concrete pavement surface

Runway 11/29 and Runway 2/20 each have parallel and associated connector taxiways. The taxiways are 75 feet in width, with the exception of Taxiway Gulf which is 100 feet in width.

Currently, a one billion dollar Capital Improvement Project, the 35-gate North Terminal, is under construction with a scheduled opening in 2019. In order to accommodate traffic on the north side of the airfield, the Taxiway Gulf must be extended to the end of Runway 11/29. The extension heading west will run approximately 1,500 linear feet, then turn south, and tie into existing Runway 11/29. Taxiway Gulf is offset 800 centerline to centerline to the north of Runway 11/29. Design would include a taxiway geometric layout, plan and profile, drainage, stripping, lighting, and signage.



It is expected that the work will be completed in the phases identified in general below:

1. Programming Phase – consists of preliminary studies, project requirements, program development, construction sequencing, schedule, operational constraints, coordination of environmental elements, and programmatic cost estimates. The Consultant shall assist the NOAB



in the coordination of program approval, AIP grant application, and reimbursable agreement activities with the FAA. Assessment of air carrier operations, aircraft performance, stakeholder and community outreach, coordination with the Federal Aviation Administration (FAA) and other regulatory agencies shall be conducted as part of the programming stage.

2. Data Gathering – Review of record information, NOAB Planning information, existing conditions (including utility infrastructure), field verification, survey of surface and subsurface improvements, geotechnical investigation and operational requirements.

3. Basis of Design Report – The Consultant shall define, review, and coordinate project requirements with stakeholders and generate baseline design criteria. A Basis of Design Report shall be prepared summarizing the project requirements, Aircraft Approach Category / Airplane Design Group (AAC/ADG), aircraft fleet mix, operational, and maintenance issues, design objectives, engineering design criteria, site improvements, regulatory requirements, proposed alternates, building materials, constructability, and budgetary cost estimates. The Basis of Design report shall include a Life Cycle Cost Analysis of the design life cycle costs for asphalt and concrete pavements.

4. Schematic Design - Upon approval of the Basis of Design, the consultant shall be directed to generate a schematic design. The schematic design will be the basis for design development and preparation of construction documents. The Consultant shall generate schematic design plans, a preliminary construction cost estimate, and an assessment of constructability.

5. Design Development / Contract Documents Phase - The Consultant shall perform field verification, design development, generate specification, submittal, inspection and testing requirements, final construction and contract documents, preliminary and final opinion of construction cost, Construction Safety and Phasing Plan (CSPP), and a project schedule. Periodic technical reviews, stakeholder coordination, presentations, and a construction pre-bid meeting presentation will be required. Ongoing stakeholder and community outreach, coordination with the Federal Aviation Administration (FAA) and other regulatory agencies shall be conducted as part of the design development stage.

Final documents shall be issued for permits, Engineers Design Report, and construction bidding, including addenda. Multiple construction bid packages may be required, commensurate with the program schedule and AIP funding.

This phase includes all activities required to undertake and accomplish a full and complete project design. Examples include meetings and design conferences to obtain information and to coordinate or resolve design matters; collecting data and undertaking field investigations (such as borings) and subsequent geotechnical evaluations and surveying; preparing necessary engineering reports and recommendations; preparing detailed plans, specifications, and cost estimates; design/construction schedules, construction safety plans and printing and providing necessary copies of drawings and contract specifications. In the Design Phase, the Designer shall, at a minimum: review available sub-surface information and existing as-builts; perform an in-depth field inspection within the limits of the Project, perform a topographic survey to collect data necessary for design; prepare construction documents for review at 35%, 65%, and 95% completion milestones; and complete Final Plans and specifications.

5. Construction Support/ Bidding/ Project Close Out Phase - The Consultant shall provide bid evaluation services and assist in the permit process, submittal review, RFI responses, contract administration, construction observation, facility commissioning, acceptance, Final Engineers Report, record drawings, and project close out.

This phase includes all basic services rendered after the award of a construction contract, including, but not limited to, providing consultation and advice to the sponsor during all phases of construction; representing the sponsor at preconstruction conferences; inspecting work in progress periodically and providing appropriate reports to the sponsor; reviewing and approving submittals and shop erection drawings submitted by contractors for compliance with design concept; construction testing; reviewing, analyzing, and approving test reports of materials and equipment; preparing and negotiating change orders and supplemental agreements; observing or reviewing performance tests required by specifications; determining amounts owed to contractors and assisting sponsor in the preparation of payment requests for amounts reimbursable from grant projects; making final inspection and submitting a report of the completed project to the sponsor. Services will also include gathering and providing sponsor with warranties, guarantees, instruction manuals, etc.

- A. Solicit and review bonds, insurance certificates, construction schedules, etc.
- B. Review construction staking; provide horizontal and vertical control that was used during design topographic survey.
- C. Inspect work in progress periodically and provide appropriate reports to the Airport.
- D. Prepare and confirm monthly payment request.
- E. Conduct a final project inspection with airport personnel and the FAA, and submit punch-lists and a report of the completed project to the sponsor.

Program and Construction Management (PM/CM) services will be provided by others and is not a part of this solicitation. The NOAB reserves the right to negotiate additional professional consulting services with the selected firm(s) as it may deem necessary to fulfill the complete project intent.

These activities involve assisting the sponsor in advertising and securing bids, prebid conferences, issuing addenda, analyzing bid results and preparing an abstract of bids, furnishing recommendations on award of contracts, and preparing contract documents.

**PROFESSIONAL SERVICES AGREEMENT**  
**BETWEEN**  
**THE CITY OF NEW ORLEANS**  
**BY AND THROUGH THE NEW ORLEANS AVIATION BOARD**  
**AND**  
**NAME OF CONSULTANT**

**RFQ NUMBER**  
**ENGINEERING DESIGN SERVICES FOR THE EXTENSION OF**  
**TAXIWAY GULF-WEST**

**THIS PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “City”) by and through the New Orleans Aviation Board, represented by Cheryl Teamer, Chairwoman, (the “Board”) (collectively referred to as “Airport”) and **NAME OF CONSULTANT** (the “Consultant”). The Airport and the Consultant are sometimes collectively referred to as the “Parties.” The Agreement is effective as of the date of execution by the City (the “Effective Date”).

**RECITALS**

**WHEREAS**, in accordance with Federal Aviation Administration (“FAA”) Advisory Circular 150/5100-14E, the Airport issued a request for qualifications **RFQ NUMBER** on **DATE OF RFQ** seeking qualified persons to provide professional services including engineering design services for the extension of Taxiway Gulf-West (the “RFQ”);

**WHEREAS**, the Consultant submitted a proposal dated **DATE OF PROPOSAL**;

**WHEREAS**, in accordance with FAA Advisory Circular 150/5100-14E, the Airport selected the Consultant to perform the professional services described in the RFQ;

**WHEREAS**, the Board approved this Agreement at its meeting on **DATE**.

**NOW THEREFORE**, the Airport and the Consultant agree as follows:

**ARTICLE 1 – DEFINITIONS**

As used in this Agreement, the following terms have the meanings given below:

“Director” means the Director of Aviation, who is also the Airport’s authorized representative

for this Agreement.

“Proposal” means the response of the Consultant to the RFQ acknowledging and agreeing to perform the scope of Services for the Board described in Attachment “A” to the RFQ as clarified in subsequent Addenda to the RFQ.

“Services” means all services to be provided hereunder, as well as such other related services as required by the Director.

## ARTICLE 2 – SERVICES

The Consultant will provide the Services, to the extent authorized and detailed in a Scope of Work, under the conditions and requirements set forth in this Agreement, including the Exhibits attached hereto. In the event of any conflict between a Scope of Work and any provision of this Agreement, the Director of Aviation shall resolve such conflicts in his sole discretion.

In the performance of the Services under this Agreement, Consultant shall abide by and comply with the expressed intent and requirements set out in the RFQ and Proposal. The RFQ, including all addenda thereto, and the Proposal are attached as Exhibits D and E, respectively, and hereby incorporated by reference and made a part of this Agreement. In the event of any conflict(s) between the RFQ, the Proposal and other provisions of this Agreement, the Director of Aviation shall resolve such conflicts in his sole discretion.

Consultant shall also:

- A. Submit complete and accurate invoices, maintain records, submit to audits and inspections, maintain insurance, and perform all other obligations of the Consultant as set forth in this Agreement;
- B. Promptly correct any errors or omissions and any work deemed unsatisfactory or unacceptable by the Airport, at no additional compensation;
- C. Monitor, supervise, and otherwise control and be solely responsible for all persons performing work on its behalf;
- D. Perform all requirements set forth in La. R.S. 38:2192, including without limitation the payment of any associated costs, and submit a copy of any recorded documents to the Airport within 30 days after the approval of the associated plan change or amendment; and
- E. Cooperate with the Airport and any person performing work for the Airport.

The Airport’s Authorized Representative during the performance of this Agreement is the Director. The Director may, at his sole discretion, delegate certain functions under this Agreement to one or more persons; however, the Airport’s officers and employees are not authorized to request or instruct the Consultant to perform any work beyond the scope or duration of this Agreement in the absence of an executed amendment to this Agreement.

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Professional Services Agreement between  
The City of New Orleans and by and through the New Orleans Aviation Board and

**NAME OF CONSULTANT**

**RFP NUMBER** Engineering Design Services for the extension of Taxiway Gulf-West

**PO# - TO BE INSERTED BY LAW DEPARTMENT**

**K# - TO BE INSERTED BY LAW DEPARTMENT**

### ARTICLE 3 – SCOPE OF WORK

The Scope of Work is attached hereto as Exhibit A. Any additional work not reflected in the original Scope of Work included in this Agreement as of the Effective Date of this Agreement shall be set forth in a separate Scope of Work that sets forth the following:

- A. RFQ number;
- B. Scope of Work number and date;
- C. Consultant's name, address, and telephone number;
- D. A detailed scope of Services to be accomplished under the Scope of Work;
- E. The schedule for completing the Services and providing the deliverables contemplated by the Scope of Work;
- F. The method of compensation for the Scope of Work;
- G. A breakout to include identification by line item of the required position classifications/personnel to perform the Services, the estimated hours, and the rate of compensation as negotiated by the Parties.
- H. A listing of all sub-consultants, subcontractors, or suppliers that will perform Services under the Scope of Work; the value of work that each sub-consultant, subcontractor, or supplier will perform under the Scope of Work; and the overall value of work that each sub-consultant, subcontractor, or supplier will perform under the Agreement.
- I. Submittal requirements, including schedule and deliverables (i.e., reports, analyses, statements, etc.); and
- J. Any other information necessary to perform the Services identified in the Scope of Work.

With respect to item H, Consultant agrees to obtain the written approval of the Director and the Board's Disadvantaged Business Enterprise Liaison Officer prior to adding a sub-consultant, subcontractor, or supplier not already identified in this Agreement to a Scope of Work.

Once the parties mutually agree to the terms, conditions and compensation set forth in a Scope of Work, Consultant shall execute it and submit it to the Director for approval and execution. Unless the Director requests and engages Consultant to provide Services in the manner described in this Article, no expenditure under this Agreement is authorized and Consultant shall be ineligible for payment for that particular Service without the Director's prior approval.

Scopes of Work continue in effect until one of the following events occurs: (1) Consultant has fulfilled all requirements and the Director has provided written acceptance of the Services performed; (2) the Consultant receives written direction from the Director to discontinue Services under a Scope of Work; or (3) the term of this Agreement has ended.

The Director may amend Scopes of Work in the same manner in which they are issued.

Consultant shall have no claims against Board arising from any written direction to discontinue or decrease Services set forth in a Scope of Work.

#### **ARTICLE 4 – MODIFICATION OF SERVICES**

The Airport reserves the right, to the extent allowed by law and/or this Agreement, to make changes to the Services required under this Agreement and within any Scope of Work, including alterations, reductions or additions thereto. The Director shall provide Consultant with notification of a contemplated change. Upon receipt of such notice, Consultant shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the Director of any estimated change in the completion date, and (3) advise the Director if the contemplated change shall affect Consultant's ability to meet the completion dates or schedules of this Agreement or the Scopes of Work at issue.

If the Director provides written notice to suspend work associated with the proposed change, Consultant shall not perform any further services on that portion of the Services affected by the contemplated change, pending any further instructions and/or Airport approval of an agreed-upon amendment to this Agreement and/or Director's execution of a revision to an existing Scope of Work or issuance of a new Scope of Work covering such change(s).

#### **ARTICLE 5 – ORGANIZATIONAL CHART**

Consultant has furnished an Organizational Chart, which is attached hereto as Exhibit B and incorporated herein, listing its staffing of key positions and those other sub-consultants, subcontractors, and suppliers available to perform the Services. Consultant shall perform the Services required under this Agreement through its employment of individuals and engagement of such sub-consultants, subcontractors, and suppliers identified in the Organizational Chart. Upon request by the Director, Consultant shall furnish a certified statement setting forth the qualifications, experience and, as applicable, licenses of all persons involved in providing the Services. Upon the Director's request and at the Director's sole discretion, the Consultant shall replace any of Consultant's personnel, sub-consultants, subcontractors, and suppliers.

In the event any key personnel is no longer employed by Consultant or becomes incapable of performing the work or services, Consultant shall immediately identify a person having similar or greater experience, qualifications and capabilities for approval by the Director. No change or substitution of the person identified in the Organizational Chart as the project leader, project manager, or any other title denoting that person as an individual primarily responsible for carrying out this Agreement is allowed without the prior written approval of the Director.

#### **ARTICLE 6 – STANDARD OF CARE**

Consultant represents to the Airport that Consultant is possessed of the level of skill, knowledge, experience and expertise that is commensurate with the professional needs of the

Services as identified by the Airport. Consultant acknowledges that the Airport is relying on Consultant's representations of skill, knowledge, experience and expertise in the performance of this Agreement.

Consultant, including any person performing work on its behalf, will exercise the degree of care, knowledge, skill and ability that should be exercised by a prudent Consultant acting under the same or similar circumstances as presented to Consultant in the time and place of performance under this Agreement. Consultant shall perform any and all such duties as may be assigned to this standard. Consultant accepts the relationship of trust and confidence established by this Agreement, and shall cooperate with Airport and utilize Consultant's best skill, efforts and judgment in furthering the interests of the Airport. Consultant agrees to perform each assignment in an appropriately efficient and economical manner consistent with the Airport's expressed interests.

Consultant, including any person performing work on its behalf, agrees to furnish its professional skill and judgment with appropriate care in accordance with applicable federal, state and local laws, codes and regulations as amended and supplemented. Although specific provisions of this Agreement refer to some services with terms such as "complete", "accurate", "full extent", "highest", "in detail", "verify", "certify", "represent", "substantiate", "inspect", "monitor", "discover", "as often as necessary", "approve", "accept", "reject", and "enforce", such terms and similar terms shall be qualified by the standard of care stated in this Article.

Nothing in this Article or elsewhere in this Agreement shall be construed as reducing the required standard of care below the standard otherwise required by applicable law and typical professional standards.

Nothing in this Agreement will make Consultant responsible for the finding, presence, handling, or exposure of persons to hazardous materials in any form at any project site, including but not limited to asbestos, PCB's, mold, and/or mildew.

## ARTICLE 7 – COMPLIANCE WITH LAWS

Consultant and any person performing work on its behalf agree to comply with all applicable federal, state, and local laws and ordinances.

## ARTICLE 8 – COMPENSATION

**A. Method and Rate of Compensation.** The Director's execution of this Agreement or any subsequently issued Scope of Work shall constitute an agreement to pay Consultant for Services rendered in accordance with the **FIXED LUMP SUM METHOD OR COST PLUS A FIXED FEE METHOD (TO BE NEGOTIATED AFTER CONTRACT AWARD, POSSIBLE ADDITIONAL EXHIBIT)**.

Compensation is all-inclusive and is full payment for all services provided under this Agreement. In exchange for the negotiated Compensation, Consultant agrees to waive any requests for reimbursement from the Airport for costs associated with the Consultant's Services, including without limitation all expenses relating to overhead, administration, subcontractors, employees, bid preparation, bonds, scheduling, invoicing, insurance, record retention, reporting, inspections, audits, the correction of errors and omissions, minor changes within the scope of this Agreement, travel, mileage, per diem, hotel lodging, long distance telephone calls, courier printing and reproduction costs.

The Airport will not consider or be obligated to pay or reimburse the Consultant any other charges or fees and the Consultant will not be entitled to any additional compensation or reimbursement, except as approved by the Director and set forth in an executed Scope of Work. In no event shall the Airport pay or reimburse Consultant for "non-allowable costs" as described in FAA Advisory Circular 150/51000-14E.

Consultant shall immediately notify the Airport in writing of any reduction to the rate of compensation for its most favored customer and the rate of compensation established by this Agreement will adjust to the reduced rate effective as of the effective date of the reduction for the most favored customer.

**B. Maximum Amount.** The maximum aggregate amount payable by the Airport under this Agreement is \$**AMOUNT**.

## ARTICLE 9 – INVOICES

Consultant will submit monthly invoices for work performed under this Agreement to the Airport no later than 10 calendar days following the end of the period covered by the invoice. Untimely invoices may result in delayed payment for which the Airport is not liable.

Consultant will submit an original and three (3) copies of each invoice using the request for payment form that shall be provided by the Airport. Each invoice must include the following information and supporting documentation:

- A. DETAILS OF INVOICES TO BE DETERMINED BY AIRPORT AFTER NEGOTIATING THE METHOD OF COMPENSATION.**
- B.** The amount of the Agreement that has been billed by Consultant to date;
- C.** Monthly Disadvantaged Business Enterprise ("DBE") reporting, if applicable, in the to be provided by the DBE Office; and
- D.** Copies of all supporting invoices in the required format as stated above for sub-consultants and vendors included in the amounts billed to the Airport by Consultant.

All invoices must be signed by an authorized representative of the Consultant under penalty of perjury attesting to the validity and accuracy of the invoice.



The Airport may require changes to the form of the invoice and may require additional supporting documentation to be submitted with invoices.

The Airport will take a minimum of 45 days to process all invoices and pay applications. All payments will be made by check and no other form of payment will be issued. Payments will only be delivered by U.S. Mail; no other method of delivery will be permitted. Consultant consents to the foregoing payment schedule and will make adequate arrangements to accommodate the Airport's pay schedule. Consultant shall not request payment before the expiration of this 45-day period and will not contact the Airport, its representatives, or Board Members to inquire about the status of payments or otherwise expedite the foregoing pay schedule.

Notwithstanding any dispute or litigation between the Consultant and the Airport, including but not limited to disputes or litigation concerned with payment claimed by the Consultant, Consultant shall proceed diligently with the performance of its Services under this Agreement unless otherwise directed by the Director of Aviation.

## **ARTICLE 10 – PAYMENT**

The Airport will make payments to the Consultant according to the methods and rates of compensation outlined in Article 6 based upon the Consultant's certified invoices, except:

- A.** The Airport's obligation to pay is contingent upon the Consultant's: (a) submission of a complete and accurate invoice; (b) satisfactory performance of the Services and conditions required by this Agreement, including any Scope of Work;
- B.** The Airport, in its discretion, may withhold payment of any disputed amounts, and no interest shall accrue on any amount withheld pending the resolution of the dispute;
- C.** The Airport may set off any amounts due to the Consultant against any amounts deemed by the Airport to be owed to the Airport by the Consultant pursuant to this Agreement or any other contract between the Airport and the Consultant; and
- D.** All compensation owed to the Consultant under this Agreement is contingent upon the appropriation and allocation of funds for work under this Agreement by the Airport.
- E.** The Airport is not obligated under any circumstances to pay for any work performed or costs incurred by the Consultant that: exceed the maximum aggregate amount payable established by this Agreement or applicable Scope of Work; are beyond the scope or duration of the Agreement or applicable Scope of Work; arise from or relate to any change order within the scope of the Agreement or applicable Scope of Work; are for Services performed on days on which Services were suspended, due to circumstances beyond the control of the Airport, and no work has taken place; arise from or relate to the correction of errors or omissions of the Consultant or its subcontractors; or the Airport is not expressly obligated to pay under this Agreement or applicable Scope of Work.
- F.** If this Agreement or the applicable Scope of Work is terminated for any reason, the Airport will pay the Consultant **THE PRORATED AMOUNT UP TO THE DATE**

**OF TERMINATION FOR THE FIXED LUMP SUM METHOD OR COSTS PAID UP TO THE DATE OF TERMINATION AND THE FEE PRORATED UP TO THE DATE OF TERMINATION FOR THE COST PLUS FIXED FEE METHOD**, except as otherwise provided in this Agreement.

## **ARTICLE 11 – PROMPT PAYMENT**

Consultant must pay its sub-consultants, subcontractors, and suppliers all amounts due no later than seven (7) days from receipt of each payment made to Consultant by Airport (unless Consultant has a bona fide dispute with either, less any undisputed portion of the invoice). Consultant shall submit with each invoice a certification that all Consultants and suppliers have been paid for accepted work and materials from previous progress payments received. During the term of the Agreement and upon completion of the Agreement, Airport may request documentation to verify payment to sub-consultants, subcontractors, and suppliers. This Article 11 in no way creates any relationship between any sub-consultant, subcontractor, or supplier and the Airport or any liability on the Airport for Consultant's failure to make timely payment to same. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause, following written approval of the Airport.

## **ARTICLE 12 – DURATION AND TERMINATION**

**A. Initial Term.** The term of this agreement shall be for one (1) year, beginning the Effective Date, provided there is an encumbrance of funds by the Board made from the funds allotted by the Chief Administrative Officer, which are derived from appropriations made by the City Council. This Agreement shall automatically terminate with respect to any period of time for which funds are not so encumbered.

**B. Extension.** This Agreement may be extended at the option of the Airport, provided that funds are allocated by the City Council and the extension of the Agreement facilitates the continuity of services provided herein. This Agreement may be extended by the Airport for four (4) additional one-year terms.

**C. Termination.** This Agreement and any executed Scopes of Work may be terminated, in whole or in part, by the Airport, with or without cause, immediately upon written notice to Consultant by the Director. Unless the Airport has offsetting claims, Consultant shall be paid for Services performed to the Airport's satisfaction through the date of termination. After receipt of a termination notice, and except as otherwise directed by the Director, Consultant shall:

1. Stop work on the date and to the extent specified in the termination notice.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated Services.
3. Transfer all Services in process, completed work, and other materials related to the terminated work to the Airport for which payment has been made.
4. Continue and complete all parts of the Services that have not been terminated.

5. Submit within thirty (30) days from the effective date of termination, a final invoice so marked for all Services performed up to the date of termination.

Under no circumstances will Consultant receive any payment for Services that have not been performed. Consultant assumes all risk and liability for any amounts owed by Consultant to any consultant which may require payment for Services not actually performed.

Consultant acknowledges that “cause” includes, without limitation, any failure to perform any obligation or abide by any condition of this Agreement or the failure or any representation or warranty in this Agreement, including without limitation, any failure to comply with the requirements of the Airport’s Disadvantaged Business Enterprise Program and any failure to comply with any provision of City Code § 2-1120 or requests of the Office of Inspector General. If the Airport has reason to terminate Consultant for cause, the Director of Aviation may in his sole discretion provide written notice to Consultant of the reason and give Consultant thirty (30) days from the date of notice to fulfill its obligations under this Agreement; the Airport is not obligated to provide Consultant thirty (30) days’ notice and opportunity to cure or otherwise fulfill Consultant’s obligations under this Agreement. If Consultant fails to fulfill its obligations and the Airport terminates Consultant for cause, Consultant shall be liable to the Airport for all costs incurred by the Airport with respect to taking over the Services and seeing them to completion by contract or otherwise. If the Airport terminates Consultant for cause and it is later determined that Consultant had fulfilled its contract obligations, the termination shall be deemed to have been for the convenience of the Airport. The rights and remedies of the Airport provided in this Article are in addition to any other rights and remedies provided by law or under this Agreement.

### **ARTICLE 13 – OWNERSHIP OF RECORDS, INTELLECTUAL PROPERTY, AND DISCLOSURE OF INFORMATION**

All data collected and all products of work prepared, created or modified by Consultant (including its sub-consultants and subcontractors) in the performance of this Agreement, including without limitation any and all notes, tables, graphs, reports, files, computer programs, source code, documents, records, disks, original drawings or other such material, regardless of form and whether finished or unfinished, but excluding the Consultant’s personnel and administrative records and any tools, systems, and information used by the Consultant to perform the services under this Agreement, including computer software (object code and source code), know-how, methodologies, equipment, and processes and any related intellectual property (collectively, “Work Product”) will be the exclusive property of Airport.

The Airport will have all right, title and interest in any Work Product, including without limitation the right to secure and maintain any copyright, trademark, or patent of Work Product in the Airport’s name. No Work Product may be reproduced in any form without the Airport’s express written consent. The Airport may use and distribute any Work Product for any purpose the Airport deems appropriate without the Consultant’s consent and for no additional consideration to the Consultant.

If Consultant purchases, as part of its work for the Airport, a limited right to the use of any intellectual property of another person or company, such that the Airport will not retain an unlimited right to reuse same at no additional cost, Consultant must disclose such fact to the Director in writing. This notice shall occur as soon as practicable after the Consultant becomes aware the purchase of such rights will be necessary for completion of a project. If such notice is not provided prior to final approval of a project containing limited use material, the Airport will be entitled to assume the Consultant has purchased an unlimited right for reuse and the Consultant will be obligated to deliver such unlimited right at its cost and indemnify Airport for all costs (including legal fees and costs) that may arise from Airport's reuse of material for which only limited rights were purchased.

Consultant shall deliver to the Director for approval and acceptance, and before being eligible for final payment of any amounts due, all such documents and materials intended to be provided as part of Consultant's services, without assessing any additional costs or fees. The Airport shall be entitled to electronic, native format copies, reproducible copies, and modifiable copies of such documents and materials upon request without additional fees.

To the extent allowed, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by Airport or at its expense will be kept confidential by the Consultant and will not be disclosed to any other party, directly or indirectly, without the prior written consent of the Airport, unless required by a lawful order.

#### **ARTICLE 14 – RIGHTS TO INVENTIONS**

All rights to inventions and materials generated under this Agreement are subject to the Airport's Rules and Regulations (see Article 13). Additionally, if federal funds are used in whole or in part to fund any portion of this Agreement, all rights to inventions and materials generated under this Agreement are also subject to regulations issued by the FAA.

#### **ARTICLE 15 – RECORDS AND REPORTS**

**A.** Consultant shall use Generally Accepted Accounting Principles ("GAAP") in recording and documenting all costs and expenditures related in whole or part to the performance of this Agreement. Such costs and expenditures for the Work and services provided under this Agreement shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other accounting documents and other evidence (collectively "records"). All records shall be clearly identified and readily accessible.

**A.** The Consultant will maintain all books, documents, papers, accounting records, invoices, materials records, payrolls, work papers, personnel records, and other evidence pertaining to the performance of services under this Agreement, including, without limitation, of costs incurred through the later of 3 years from: (a) the completion of this Agreement (including

any renewal or extension periods); (b) from the resolution of any dispute relating to the Agreement or (c) from the close-out of the last project Consultant provided services for under this Agreement. If this Agreement is terminated for any reason, the Consultant will deliver to the Airport all plans and records of work compiled through the date of termination.

**B.** The Consultant will identify any reporting requirements, including the frequency, method and contents.

**C.** The Consultant is solely responsible for the relevance and accuracy of all items and details included in any reports relating to the work performed under this Agreement, regardless of any review by the Airport.

## **ARTICLE 16 – AUDIT AND INSPECTION**

**A.** If Consultant performs or the Airport requests Consultant to perform an independent audit of business financial records related to this Agreement, Consultant shall require the company or auditor to comply with all applicable GAAP standards that have been developed by the American Institute of Certified Public Accountants.

**B.** The Consultant will submit to any Airport audit, inspection, and review and, at the Airport’s request, will make available all documents relating or pertaining to this Agreement maintained by or under the control of the Consultant, its employees, agents, assigns, successors and subcontractors, during normal business hours at the Consultant’s office or place of business in Louisiana. If no such location is available, the Consultant will make the documents available at a time and location that is convenient for the Airport.

**C.** The Consultant will abide by all provisions of City Code § 2-1120, including but not limited to City Code § 2-1120(12), which requires the Consultant to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests shall constitute a material breach of the contract. The Consultant agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

## **ARTICLE 17 – INSURANCE**

1.0 Minimum Coverage. Consultant shall, at its own cost and expense, maintain the following insurance coverages throughout the Term. Consultant shall cover the liability for each sub-consultant, sub-contractor, or other person doing business with or for the Consultant.

a) Commercial General Liability. Consultant shall maintain CGL coverage covering all operations pursuant to this Agreement performed by Consultant, or on its behalf, in the following amounts (inclusive of any amounts provided by an umbrella or excess policy):

- **Per Occurrence: \$5,000,000**

This insurance shall include coverage for premises-operations, broad-form contractual liability, products and completed operations, use of consultants and subcontractors, personal injury, and broad-form property damage as applicable. A "Claims made" form shall not be acceptable. The "occurrence form" shall not have a "sunset clause".

b) Workers' Compensation and Employer's Liability Insurance. Consultant shall maintain Workers' Compensation and Employer's Liability Insurance with the following policy limits (inclusive of any amount provided by umbrella or excess):

- **Workers' Compensation:                      Statutory Limits**
- **Employer's Liability:**
  - a. **Each Accident:                                      \$1,000,000**
  - b. **Disease (policy limit):                              \$1,000,000**
  - c. **Disease (each employee):      \$1,000,000**

c) Business Auto Liability Insurance. Consultant shall maintain Business Auto Liability coverage for all owned, hired and non-owned vehicles with the following policy limits (inclusive of any amounts provided by an umbrella or excess policy):

- **Per Occurrence (both bodily injury and property damage):  
\$1,000,000**

In the event Consultant operates vehicles within the airport operations area (AOA) used or intended to be used for aircraft landings, the minimum limits of Business Automobile Liability insurance (inclusive of any amounts provided by an umbrella or excess policy) covering all owned, hired, and non-owned vehicles are:

- **Per Occurrence (both bodily injury and property damage):  
\$10,000,000**

d) Professional Liability. Consultant shall maintain professional liability or equivalent errors and omissions coverage. For policies written on a claims-made basis, Consultant shall maintain a retroactive date prior to or equal to the effective date of this Agreement. This coverage shall be primary.

- **Per Occurrence: \$5,000,000**

2.0 Certificates of Insurance. Prior to the Execution Date, Consultant shall produce to the Board certificates of insurance evidencing the coverages required herein and listing the Board and the City as additional insureds.

3.0 Amendment of Insurance Requirements. The Board shall have the discretion to review,

modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements, herein from time to time throughout the life of this contract.

4.0 Endorsements. The insurance policies herein required shall contain or be endorsed to contain the following provisions:

- a) Workers' Compensation coverage shall contain an express waiver of all rights against the City of New Orleans (City) and Board, its elected and appointed officials, officers, agents, directors, volunteers, and employees, for losses arising from the services performed by the Consultant for the City and the Board.
- b) The City and Board and their respective officers, officials, and employees are to be added as additional insured to the Commercial General Liability and Auto Liability insurance policies with respect to (i) liability arising out of activities performed by or on behalf of the Consultant; (ii) products and completed operations of the Consultant, and (iii) the insurance obtained by Consultant insuring the Premises against casualty losses. The coverage shall contain no special limitations on the scope of protection afforded the additional insured.
- c) Certificates of insurance shall contain a provision that coverage afforded under the policies of insurance shall not be canceled unless and until at least thirty (30) days prior written notice has been given to Board. Annual renewals of certificates of insurance shall be furnished to the Director of Aviation or his designee prior to cancellation or expiration of the previous policy.

All insurance required by this Section shall be placed with insurers that are approved and authorized to do business in the State of Louisiana and have a rating of no less than A-VI in the most current edition of the A.M. Best Insurance Report. The providing of any insurance required herein does not relieve the Consultant of any of the responsibilities or obligations for which the Consultant may be liable by law or otherwise. The Consultant's failure to provide and maintain such insurance in force as required above shall materially breach the Agreement and, at the City and /or Board's option, occasion an immediate cancellation for cause thereof.

## **ARTICLE 18 – INDEMNITY**

**A.** To the fullest extent permitted by law, the Consultant will indemnify, defend, and hold harmless the Airport, its agents, employees, officials, insurers, self-insurance funds, and assigns (collectively, the "Indemnified Parties") from and against any and all claims, demands, suits, and judgments of sums of money accruing against the Indemnified Parties for: (a) loss of life or injury or damage to persons or property arising from or relating to any act or omission or the operation of the Consultant, its agents, subcontractors, or employees while engaged in or in connection with the discharge or performance of any work under this Agreement; and (b) any and all claims and/or liens for labor, services, or materials furnished to the Consultant in connection with the performance of work under this Agreement.

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Professional Services Agreement between  
The City of New Orleans and by and through the New Orleans Aviation Board and

**NAME OF CONSULTANT**

**RFP NUMBER** Engineering Design Services for the extension of Taxiway Gulf-West

**PO# - TO BE INSERTED BY LAW DEPARTMENT**

**K# - TO BE INSERTED BY LAW DEPARTMENT**

**B. Limitation.** The Consultant's indemnity does not extend to any loss arising from the gross negligence or willful misconduct of any of the Indemnified Parties, provided that neither the Consultant nor any of its agents, subcontractors, or employees contributed to such gross negligence or willful misconduct.

**C. Independent Duty.** The Consultant has an immediate and independent obligation to, at the Airport's option: (a) defend the City from or (b) reimburse the Airport for its costs incurred in the defense of any claim that actually or potentially falls within this indemnity, even if: (a) the allegations are or may be groundless, false, or fraudulent; or (b) the Consultant is ultimately absolved from liability.

**D. Expenses.** Notwithstanding any provision to the contrary, the Consultant shall bear the expenses including, but not limited to, the Airport's reasonable attorney fees and expenses, incurred by the Airport in enforcing this indemnity.

## **ARTICLE 19 – CONFLICTS OF INTEREST**

To ensure that the Consultant's efforts do not conflict with the Airport's interests, and in recognition of the Consultant's obligations to the Airport, the Consultant will decline any offer of other employment if its performance of this Agreement is likely to be adversely affected by the acceptance of the other employment. The Consultant will promptly notify the Airport in writing of its intention to accept the other employment and will disclose all possible effects of the other employment on the Consultant's performance of this Agreement. The Airport will make the final determination whether the Consultant may accept the other employment.

Consultant represents that it presently has no interest and shall acquire no interest, or hold or exercise any public office or position, either direct or indirect, which would conflict in any manner with the performance of services required hereunder or which violate state or City of New Orleans ethics laws, or which violate professional standards. Consultant further represents that no person having any such conflicting interest shall be employed for said performance.

Consultant shall promptly notify the Airport, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance and the nature of work that the Consultant may undertake, and shall request permission from the Airport as to entering into or continuing the association, interest or circumstance.

Airport shall not consent to any circumstance which would, in its judgment, constitute a violation of applicable laws. The Airport agrees to notify the Consultant of its decision by certified mail within thirty (30) days of receipt of notification by the Consultant.



## ARTICLE 20 – PLEDGE OF RECEIVABLES

Consultant shall not pledge the Airport's credit or make it a guarantor of payment or surety for any agreement, debt, obligation, judgment, lien, or any form of indebtedness. Consultant further warrants and represents that it has no obligations or indebtedness that would impair its ability to fulfill the terms of this Agreement.

## ARTICLE 21 – PUBLIC TRUST

Consultant, on behalf of itself, its present and future owners and employees, and its present and future consultants, sub-consultants and suppliers during term of this Agreement (Consultant and all of the aforesaid owners, employees, consultants, sub-consultants and suppliers and persons similarly situated working under this Agreement, together with all individuals who now or in the future directly or indirectly own or control any interest in any one or more of Consultant and Consultant's present and future owners, employees performing services under this Agreement, consultants, sub-consultants and suppliers and persons similarly situated, being collectively hereinafter referred to as the "Interested Contract Persons," and any one of the Interested Contract Persons being hereinafter referred to as an "Interested Contract Person"), acknowledges that the Board and the City are government entities serving the public and charged with the public's trust, that the Airport will be paying Consultant's fees under this contract with public funds, and that certain types of actions (including without limitation criminal activities and offenses involving moral turpitude) by Interested Contract Persons violate or potentially violate the public's trust. Accordingly, the Board, on behalf of itself and the City, reserves the right, to be exercised in the Board's sole discretion, to pursue termination of this Agreement or any affected subcontract or supply contract or sub-consulting agreement, the seeking of damages, the pursuit of any other remedies provided in this Agreement upon the occurrence of a default by Consultant, and the pursuit of all remedies available at law, in the event of a conviction of any one or more of the Interested Contract Persons, or the rendition of a civil judgment against any one or more of the Interested Contract Persons, for any crime or offense involving moral turpitude. Consultant shall place, in each subcontract, supply contract, sub-consultant agreement, or other document pursuant to which Consultant involves any other Interested Contract Person in the performance of work under or otherwise in relation to this Agreement, a notice of the Airport's rights and remedies under this Article.

## ARTICLE 22 – ADDITIONAL REPRESENTATIONS AND WARRANTIES

A. The Consultant represents and warrants to the Airport that:

1. The Consultant, through its duly authorized representative, has the full power and authority to enter into and execute this Agreement;
2. The Consultant has the requisite expertise, qualifications, staff, materials, equipment, licenses, permits, consents, registrations, and certifications in place and available for the performance of all work required under this Agreement;

3. The Consultant is bonded, if required by law, and fully and adequately insured for any injury or loss to its employees and any other person resulting from the actions or omissions of the Consultant, its employees, or its subcontractors in the performance of this Agreement;
4. The Consultant is not under any obligation to any other person that is inconsistent or in conflict with this Agreement or that could prevent, limit, or impair the Consultant's performance of this Agreement;
5. The Consultant has no knowledge of any facts that could prevent, limit, or impair the performance of this Agreement, except as otherwise disclosed to the Airport and incorporated into this Agreement;
6. The Consultant is not in breach of any federal, state, or local statute or regulation applicable to the Consultant or its operations;
7. Any rate of compensation established for the performance of services under this Agreement are no higher than those charged to the Consultant's most favored customer for the same or substantially similar services;
8. The Consultant has read and fully understands this Agreement and is executing this Agreement willingly and voluntarily; and
9. All of the representations and warranties in this Article and elsewhere in this Agreement are true and correct as of the date of this Agreement by the Consultant and the execution of this Agreement by the Consultant's representative constitutes a sworn statement, under penalty of perjury, by the Consultant as to the truth of the foregoing representations and warranties.

**B. Convicted Felon Statement.** The Consultant complies with City Code § 2-8(c) and no principal, member, or officer of the Consultant has, within the preceding 5 years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

**C. Non-Solicitation Statement.** The Consultant has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. The Consultant has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Agreement.

**D. Employee Verification.** The Consultant swears that (i) it is in compliance with La. R.S. 38:2212.10, and is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens; (ii) it shall continue, during the term of this Agreement, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana; and (iii) it shall require all subcontractors to submit to the Consultant a sworn affidavit verifying compliance with items (i) and (ii) above. Any violation of the provisions of this paragraph may subject this Agreement to termination, and may further result in the Consultant being ineligible for any public contract for a period of 3 years from the date the violation is discovered. The Consultant further acknowledges and agrees that it shall be liable for any additional costs incurred by the Airport occasioned by the termination of this Agreement or the loss of any license or permit to do business in the State

of Louisiana resulting from a violation of La. R.S. 38:2212.10. The Consultant will provide to the Airport a sworn affidavit attesting to the above provisions if requested by the Airport. The Airport may terminate this Agreement for cause if the Consultant fails to provide such the requested affidavit or violates any provision of this paragraph.

**E.** The Consultant acknowledges that the Airport is relying on these representations and warranties and Consultant’s expertise, skill, and knowledge and that the Consultant’s obligations and liabilities will not be diminished by reason of any approval by the Airport.

### **ARTICLE 23 – OMITTED**

### **ARTICLE 24 – PERFORMANCE MEASURES**

**A. Factors.** The Airport will measure the performance of the Consultant according to the following non-exhaustive factors: work performed in compliance with the terms of the Agreement; staff availability; staff training; staff professionalism; staff experience; customer service; communication and accessibility; prompt and effective correction of situations and conditions; timeliness and completeness of submission of requested documentation (such as records, receipts, invoices, insurance certificates, and computer-generated reports).

**B. Failure to Perform.** If the Consultant fails to perform according to the Agreement, the Airport will notify the Consultant. If there is a continued lack of performance after notification, the Airport may declare the Consultant in default and may pursue any appropriate remedies available under the Agreement and/or any applicable law. In the event of a notification of default, the Airport will invoice the defaulting Consultant for any increase in costs and other damages sustained by the Airport. Further, the Airport will seek full recovery from the defaulting Consultant.

### **ARTICLE 25 – LIVING WAGES**

To the fullest extent permitted by law, the Consultant agrees to abide by City Code sections 70-801, *et seq.*, which requires payment of a wage to covered employees equal to the amounts defined in the Code (“Living Wage”). If the Consultant fails to comply with the requirements of the Living Wage during the term of the Agreement, said failure may result in termination of the Agreement or the pursuit of other remedies by the Airport.

### **ARTICLE 26 – DISADVANTAGED BUSINESS ENTERPRISE (“DBE”) PROGRAM**

**A. Overview.** The Board’s DBE Liaison officer (“DBELO”) oversees the Airport’s Disadvantaged Business Enterprise Program. The DBE Program, which complies with 49 CFR Part 26, strives to ensure that DBEs, as defined by 49 CFR Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts.

The following sub-consultants, subcontractors, and suppliers are planned to be utilized by the Consultant (includes all DBEs and non-DBEs):

**LIST OF SUB-CONSULTANTS, SUBCONTRACTORS, AND SUPPLIERS, IDENTIFYING DBE STATUS.**

The Consultant – including its subconsultants, subcontractors, and suppliers – shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant must take steps to ensure that all personnel are aware of and carry out the obligation to maintain a non-discriminatory work environment, free of harassment, intimidation and coercion at all work sites, offices, and other facilities to which employees are assigned to work. The Consultant shall also ensure that small businesses, regardless of DBE status, are not discriminated against on the basis of race, color, national origin, or sex.

The Consultant shall also carry out applicable requirements of 49 CFR Part 26, Airport’s Disadvantaged Business Enterprise Program, and this Article 26 in the award and administration of Department of Transportation-assisted contracts.

Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the Airport deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the contractor from future bidding as non-responsible.

**B. DBE Goals.** The following DBE goal is established for this Agreement: **DBE GOAL DETERMINED BY DBELO AFTER REVIEW AND APPROVAL OF CONSULTANT’S SCHEDULE OF CONTRACT PARTICIPATION.**

Consultant acknowledges that the DBELO reserves the right to review the goal before each amendment, including each annual renewal period, to determine whether the goal should be revised or, in some instances, applied. Consultant agrees to abide by the revised or newly applied goal.

The Consultant acknowledges that only those DBEs identified on its Schedule of Contract Participation and certified by the Louisiana Unified Certification Program will be recognized by the Board in Consultant’s obligation to fulfill its DBE participation requirement.

The Consultant agrees to utilize only the specific DBEs listed on the Schedule of Contract Participation to perform the work and supply the materials for which each is listed unless the Consultant obtains the prior written consent of the DBELO as provided in section C.

The Consultant agrees to demonstrate progress toward the DBE goal by submitting all contracts with DBEs to the DBELO and by documenting the participation of the certified DBEs listed on Consultant's DBELO-approved Schedule of Contract Participation as provided in Sections F and G.

Finally, the Consultant understands that for the work performed and materials supplied by a DBE firm to be counted toward Consultant's DBE goal, the DBE firm must be and remain certified during the term of the Agreement, except as the DBE's participation may otherwise be eligible to be counted in accordance with 49 CFR Part 26.

**C. Removal and Substitution.** The Consultant acknowledges that the Board shall only count toward the fulfillment of Consultant's DBE goal the participation of those DBE firms listed on Consultant's Schedule of Contract Participation, as may be modified from time to time with the written consent of the DBE Liaison Officer, with respect to the services and materials for which each DBE is listed.

The Consultant acknowledges that it is prohibited from terminating a DBE listed on the Schedule of Contract Participation without the prior written consent of the DBE Liaison Officer. This includes, but is not limited to instances in which the Consultant seeks to perform the work originally designated for a DBE with its own forces or those of an affiliate, a non-DBE firm, or with another DBE. Unless the DBELO's consent is provided, the Consultant shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

To terminate a DBE listed on the Schedule of Contract Participation, the Consultant must submit a written request for the removal and substitution of the DBE to the DBE Liaison Officer. The Consultant must provide a detailed explanation for making the request. If the Consultant seeks to terminate the DBE due to the DBE's inability or unwillingness to perform, the Consultant must support the request with reasonable documentation. The Consultant must also identify the subconsultant, subcontractor, or supplier it seeks to replace the DBE with. The Consultant must make good faith efforts to identify another DBE that is certified through the Louisiana Unified Certification Program to perform at least the same amount of work under the Agreement as the DBE that it seeks to terminate, to the extent needed to meet the DBE goal. Examples of good faith efforts are included in Section D. The Consultant must maintain documentation of its good faith efforts to substitute the DBE with another DBE. If the DBELO requests the documentation, the Consultant must submit it within seven (7) days unless an extension is granted.

The DBE Liaison Officer will only approve the request if the DBE Liaison Officer determines that the Consultant has good cause to terminate the DBE. Good cause includes:

1. The DBE fails or refuses to execute a written contract.
2. The DBE fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards, provided that such failure does not result from the bad faith or discriminatory action of the prime contractor.

3. The DBE fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements.
4. The DBE becomes bankrupt, insolvent, or exhibits credit unworthiness.
5. The DBE is ineligible to work on public works projects because of suspension and debarment proceedings.
6. The DBE is not a responsible contractor.
7. The DBE voluntarily withdraws from the project and provides the DBE Liaison Officer with written notice of its withdrawal.
8. The DBE is ineligible to receive DBE credit for the type of work required.
9. The DBE owner dies or becomes disabled with the result that the DBE is unable to complete its work on the contract.
10. Other documented good cause that the DBELO determines to support the DBE's termination, provided that no good cause exists if the Consultant wants to terminate the DBE in order to self-perform the work or to substitute another DBE or non-DBE firm.

If the DBELO determines there is good cause to remove the DBE, the DBELO will indicate the reason therefore in a document indicating consent of the termination. The DBELO will send the written consent to both the Consultant and the DBE within ten (10) days of receiving the request for removal and substitution.

The Consultant must give notice in writing to the DBE with a copy to the DBE Liaison Officer of its intent to request to terminate and/or substitute the DBE and its reason for the request. The Consultant must give the DBE five (5) days to respond to the notice and to advise both the Consultant and the DBE Liaison Officer of the reasons, if any, it objects to the proposed termination of its subcontract and why the DBELO should not approve the Consultant's action. The DBELO may provide for a shorter response time on a case by case basis if it's a matter of public necessity.

Upon approval of the removal and substitution, the Consultant shall submit a revised Schedule of Contract Participation to the DBELO reflecting the changes that the DBELO approved. The Consultant shall also provide any new or amended subcontracts with the replacement DBE.

**D. Good Faith Efforts.** Good faith efforts to achieve the DBE goal and maximize DBE participation are demonstrated through documentation of Consultant's efforts to identify, recruit and select qualified and certified DBEs to perform work or supply materials for this Agreement.

Good faith efforts include personal contacts, follow-ups and earnest negotiations with DBEs. The following activities are examples of good faith efforts:

1. Attending pre-bid meetings that were scheduled to inform DBEs of subcontracting opportunities and/or requesting a copy of the LAUCP DBE Directory.
2. Soliciting certified DBE participation through all reasonable and available means of communication (e.g., letters, telephone calls, face-to-face meetings, place notices in hardcopy and online publications, network with community organizations).
3. Providing potential DBE firms and vendors with adequate and timely information as to the plans and specifications of a project, as well as information necessary to provide a bid or quote.
4. Documenting that certified DBEs for each potential vendor, subcontracting or supply category in the contract has been contacted. Documentation must include:
  - i. The names, addresses, and telephone numbers of DBEs that were contacted, and the date(s) of contact.
  - ii. A description of the information provided to DBEs regarding the plans and specifications for portions of the work to be performed.
  - iii. A statement explaining why additional agreements with DBEs were not reached.
5. Selecting portions of the project to be performed by a certified DBE in order to increase the likelihood that the DBE goal will be achieved; dividing the contract into economically feasible segments.
6. For each DBE that is contacted but rejected, providing the firm with reasons for the rejection and providing the Board with a copy of the documentation.

The following activities will not count toward good faith efforts:

1. Failing to contract with a DBE solely because the DBE was unable to provide performance and/or payment bonds.
2. Rejecting a DBE bid or quotation based on price alone.
3. Declining to contract with a DBE because the DBE will not agree to perform items of work at the unit price bid.
4. Failing to contract with a DBE because the Consultant normally would perform all or most of the work in the contract.
5. Rejecting a DBE as unqualified without sound reason based on a thorough investigation of their capabilities.
6. Failing to make more than mail solicitations.

It is the Consultant's responsibility to maintain sufficient evidence for the DBELO to determine whether good faith efforts were made.

**E. Failure to Meet Goals.** If the Consultant fails to achieve and/or maintain the DBE goal, the DBELO will require the Consultant to submit documentation of Consultant's good faith efforts to achieve and/or maintain the specified goal. The documentation shall include, without limitation, correspondence, telephone calls, and other efforts made to locate and obtain the participation of DBEs that are ready, willing, and able to participate in this Agreement.

The DBELO is responsible for determining whether the Consultant has documented sufficient good faith efforts to support the granting of a waiver from contractually obligated levels of DBE participation. In the event that the DBELO does not grant the waiver because it has determined that the Consultant failed to demonstrate sufficient good faith efforts to achieve required DBE participation levels, the Airport may consider the Consultant to have breached its contract and impose the remedies provided for under Section A.

**F. Reporting.** The Consultant must submit each DBE subconsultant, subcontractor, and supplier agreement, including amendments, to the DBELO within thirty (30) days of entering into it. It shall also provide any other related documentation that the DBELO, in its discretion, deems necessary.

The Consultant must submit monthly reports which track the payments received and the dollars paid to DBE firms for the period covered. Monthly reports shall be submitted via the reporting mechanism specified by the DBELO.

The Consultant shall submit written reports, and supporting documentation as required, on a monthly basis evidencing compliance with the DBE goal. Monthly reports shall be submitted through the reporting mechanism specified by the DBELO. Said monthly reports, including supporting documentation, are due within twenty (20) days of the end of each month. The Board may, at its discretion, assess a late fee of One Hundred Dollars (\$100) per day for each day the monthly report is delinquent.

The Consultant shall provide any other information and documentation the DBELO deems necessary to determine compliance with the Airport's DBE Program and compliance with 49 CFR Part 26.

The DBELO or other authorized representative of the Airport, shall have the right upon written notice to the Consultant or any of the Consultant's subconsultants, subcontractors, or suppliers, as the case may be, to audit all agreements, payments to vendors, and all correspondence related thereto. This right applies regardless of the subconsultant, subcontractor, or supplier's DBE status. The Consultant agrees to cooperate with any such notice and acknowledges that failure to supply requested documentation shall be deemed a breach of the Agreement.



**G. Prompt Payment.** The Consultant shall ensure that each subconsultant, subcontractor, and supplier under this Agreement, regardless of DBE status, is paid no later than seven (7) business days from the receipt of each payment Consultant receives from the Airport.

Where applicable, the Consultant agrees to return retainage payments to each subcontractor within seven (7) business days after the subcontractor's work is satisfactorily completed and accepted by the Board, and all delays under applicable laws have expired. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause, following written approval of the Director of Aviation.

**H. Commercially Useful Function.** DBE participation is only counted when the DBE performs a commercially useful function.

A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, it is presumed that the DBE is not performing a commercially useful function.

**I. DBE Fraud.** Consultant acknowledges that DBE Fraud occurs when the Consultant or any of its subconsultants, subcontractors, or suppliers on this Agreement misrepresents who performed the work in order to increase job profit while appearing to be in compliance with goals for DBE participation.

The Board shall inform the U.S. Department of Transportation's Office of the Inspector General of any false, fraudulent, or dishonest conduct in connection with the DBE program so that Department of Transportation can take the necessary legal action defined in 49 CFR Section 26.109. These actions include referral to the Department of Justice for criminal prosecution, referral to the Department of Transportation Inspector General, suspension or debarment from the program or civil penalties as deemed applicable.

## **ARTICLE 27 – NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

**A. Equal Employment Opportunity.** In all hiring or employment made possible by, or

resulting from this Agreement, the Contractor (1) will not be discriminate against any employee or applicant for employment because of race, sex, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, gender identity, creed, culture, or ancestry, and (2) where applicable, will take affirmative action to ensure that the Contractor's employees are treated during employment without regard to their race, sex, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, gender identity, creed, culture, or ancestry. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, sex, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, gender identity, creed, culture, or ancestry.

**B. Non-Discrimination.** In the performance of this Agreement, the Contractor will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, gender, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of the City working with the Contractor in any of Contractor's operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the Contractor. The Contractor agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

**C. Incorporation into Subcontracts.** The Consultant will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with those provisions.

**D.** The Airport may terminate this Agreement for cause if the Consultant fails to comply with any obligation in this Article, which failure is a material breach of this Agreement.

## **ARTICLE 28 – INDEPENDENT CONTRACTOR RELATIONSHIP**

**A. Independent Contractor Status.** The Consultant is an independent contractor and shall not be deemed an employee, servant, agent, partner, or joint venture of the Airport and will not hold itself or any of its employees, subcontractors or agents to be an employee, partner, or agent of the Airport.

**B. Exclusion of Worker's Compensation Coverage.** The Airport will not be liable to the Consultant, as an independent contractor as defined in La. R.S. 23:1021(6), for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana. Under the provisions of La. R.S. 23:1034, any person employed by the Consultant will not be

considered an employee of the Airport for the purpose of Worker's Compensation coverage.

**C. Exclusion of Unemployment Compensation Coverage.** The Consultant, as an independent contractor, is being hired by the Airport under this Agreement for hire and defined in La. R.S. 23:1472(E) and neither the Consultant nor anyone employed by it will be considered an employee of the Airport for the purpose of unemployment compensation coverage, which coverage same being hereby expressly waived and excluded by the parties, because: (a) the Consultant has been and will be free from any control or direction by the Airport over the performance of the services covered by this contract; (b) the services to be performed by the Consultant are outside the normal course and scope of the Airport's usual business; and (c) the Consultant has been independently engaged in performing the services required under this Agreement prior to the date of this Agreement.

**D. Waiver of Benefits.** The Consultant, as an independent contractor, will not receive from the Airport any sick and annual leave benefits, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension, or Social Security for any services rendered to the Airport under this Agreement.

## ARTICLE 29 – NOTICES

**A. In General.** Except for any routine communication, any notice, demand, communication, or request required or permitted under this Agreement will be given in writing and delivered in person or by certified mail, return receipt requested as follows:

1. To the Airport:

Deputy Director of Planning and Development  
New Orleans Aviation Board  
Louis Armstrong New Orleans International Airport  
P.O. Box 20007  
New Orleans, LA 70141

&

Director of Aviation  
New Orleans Aviation Board  
Louis Armstrong New Orleans International Airport  
P.O. Box 20007  
New Orleans, LA 70141

2. To the Consultant:

**NAME AND ADDRESS OF POINT OF CONTACT FOR**

## **CONSULTANT TO RECEIVE NOTICES**

**B. Effectiveness.** Notices are effective when received, except any notice that is not received due to the intended recipient's refusal or avoidance of delivery is deemed received as of the date of the first attempted delivery.

**C. Notification of Change.** Each party is responsible for notifying the other in writing that references this Agreement of any changes in its address(es) set forth above.

## **ARTICLE 30 – FEDERAL CONTRACT PROVISIONS**

Consultant agrees to comply with the Federal Contract Provisions attached hereto as Exhibit C.

## **ARTICLE 31 – ACCESS TO AIRPORT PROPERTY AND SECURITY RESPONSIBILITIES**

Any of Consultant's employees and sub-consultants requiring access in connection with performance of the work or services to the "sterile areas" at the Airport must have a valid Airport-issued security badge. Any of Consultant's employees and subcontractors not possessing an Airport-issued security badge must be under escort by a person possessing the requisite Airport-issued security access badge. For purposes of this Agreement, "sterile areas" include all non-public areas of the Airport, including the designated "Security Identification Display Area" ("SIDA") and the Airport Operations Area ("AOA"), as these terms are defined in Title 49 Code of Federal Regulations, Part 1542, as may be amended or replaced, and the Airport's approved Airport Security Program, and those areas of the Airport located beyond security checkpoint. Consultant's employees, subcontractors and their agents must comply with all security laws, rules, regulations, policies and procedures while in the sterile areas of the Airport.

Consultant understands and agrees that fines and/or penalties may be assessed by the Transportation Security Administration for the Consultant's non-compliance with the provisions of 49 CFR Part 1542 entitled "Airport Security", as amended from time to time, or by other agencies for noncompliance with laws or regulations applicable to the Consultant's operations. Any fines or penalties assessed against Airport because of Consultant's non-compliance with 49 CFR Part 1542 or other applicable laws or regulations must be reimbursed to the Airport by the Consultant within ten (10) days of receipt of written notice from the Director stating the amount of the fine or penalty. The Consultant's failure to reimburse the Airport within ten (10) days may result in immediate termination of this Agreement without any further opportunity to cure under Article 7.

## **ARTICLE 32 – ADDITIONAL PROVISIONS**

**A. Amendment.** No amendment of or modification to this Agreement shall be valid

unless and until executed in writing by the duly authorized representatives of both parties to this Agreement.

**B. Assignment.** This Agreement and any part of the Consultant's interest in it are not assignable or transferable without the Airport's prior written consent.

**C. Choice of Law.** This Agreement will be construed and enforced in accordance with the laws of the State of Louisiana without regard to its conflict of laws provisions.

**D. Construction of Agreement.** Neither party will be deemed to have drafted this Agreement. This Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties. No term of this Agreement shall be construed or resolved in favor of or against the Airport or the Consultant on the basis of which party drafted the uncertain or ambiguous language. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Where appropriate, the singular includes the plural and neutral words and words of any gender shall include the neutral and other gender.

**E. Entire Agreement.** This Agreement, including all incorporated documents, constitutes the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Agreement and are without effect to vary or alter any terms or conditions of this Agreement.

**F. Exhibits.** The following exhibits are hereby incorporated into this Agreement:

1. Exhibit A – Scope of Work
2. Exhibit B – Organizational Chart
3. Exhibit C – Federal Contract Provisions
4. Exhibit D – RFQ
5. Exhibit E – Proposal
6. **OTHER EXHIBITS (E.G., RATE SCHEDULE)**

**G. Jurisdiction.** The Consultant consents and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans and formally waives any pleas or exceptions of jurisdiction on account of the residence of the Consultant.

**H. Limitations of the Airport's Obligations.** The Airport has no obligations not explicitly set forth in this Agreement or any incorporated documents or expressly imposed by law.

**I. No Third Party Beneficiaries.** This Agreement is entered into for the exclusive benefit of the parties and the parties expressly disclaim any intent to benefit anyone not a party to this Agreement.

**J. Non-Exclusivity.** This Agreement is non-exclusive and the Consultant may provide services to other clients, subject to the Airport's approval of any potential conflicts with the performance of this Agreement and the Airport may engage the services of others for the provision of some or all of the work to be performed under this Agreement.

**K. Non-Waiver.** The failure of either party to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other party at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect or constitute a waiver of either party's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior contemporaneous or subsequent default or breach.

**L. Order of Documents.** In the event of any conflict between the provisions of this Agreement and any exhibits incorporated into this Agreement, the terms and conditions of the documents will apply in this order: the Agreement; Scope of Work, Federal Contract Provisions, RFQ; **RATE SCHEDULE (IF APPLICABLE)**; Organizational Chart; and Proposal.

**M. Ownership Interest Disclosure.** The Consultant will provide a sworn affidavit listing all natural or artificial persons with an ownership interest in the Consultant and stating that no other person holds an ownership interest in the Consultant via a counter letter. For the purposes of this provision, an "ownership interest" shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If the Consultant fails to submit the required affidavits, the Airport may, after 30 days' written notice to the Consultant, take such action as may be necessary to cause the suspension of any further payments until such the required affidavits are submitted.

**N. Prohibition of Financial Interest in Agreement.** No elected official or employee of the Airport shall have a financial interest, direct or indirect, in this Agreement. For purposes of this provision, a financial interest held by the spouse, child, or parent of any elected official or employee of the Airport shall be deemed to be a financial interest of such elected official or employee of the Airport. Any willful violation of this provision, with the expressed or implied knowledge of Consultant, shall render this Agreement voidable by the Airport and shall entitle the Airport to recover, in addition to any other rights and remedies available to the Airport, all monies paid by the Airport to Consultant pursuant to this Agreement without regard to Consultant's otherwise satisfactory performance of the Agreement.

**O. Prohibition on Political Activity.** None of the funds, materials, property, or services provided directly or indirectly under the terms of this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

**P. Remedies Cumulative.** No remedy set forth in the Agreement or otherwise

conferred upon or reserved to any party shall be considered exclusive of any other remedy available to a party. Rather, each remedy shall be deemed distinct, separate and cumulative and each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.

**Q. Severability.** Should a court of competent jurisdiction find any provision of this Agreement to be unenforceable as written, the unenforceable provision should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law or, if reformation is not possible, the unenforceable provision shall be fully severable and the remaining provisions of the Agreement remain in full force and effect and shall be construed and enforced as if the unenforceable provision was never a part the Agreement.

**R. Subcontractor Reporting.** The Consultant will provide a list of all natural or artificial persons who are retained by the Consultant at the time of the Agreement's execution and who are expected to perform work as subcontractors in connection with the Consultant's work for the Airport. Except as provided in Article 9 with respect to the removal and substitution of SLDBE or DBE firms, the Consultant must provide notice to the Airport within thirty (30) days of retaining any subcontractor proposed to perform work on the contract with the Airport. If the Consultant fails to submit the required lists and notices, the Airport may, after thirty (30) days' written notice to the prime Consultant, take such action as may be necessary to cause the suspension of any further payments until such the required lists and notices are submitted and approved.

**S. Survival of Certain Provisions.** All representations and warranties and all obligations concerning record retention, inspections, audits, ownership, indemnification, payment, remedies, jurisdiction, and choice of law shall survive the expiration, suspension, or termination of this Agreement and continue in full force and effect.

**T. Terms Binding.** The terms and conditions of this Agreement are binding on any heirs, successors, transferees, and assigns.

## **ARTICLE 32 – COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement, but all of which, when taken together, shall constitute one and the same agreement.

## **ARTICLE 33 - ELECTRONIC SIGNATURE AND DELIVERY**

The Parties agree that a manually signed copy of this Agreement and any other document(s) attached to this Agreement delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Agreement.

**[The remainder of this page is intentionally left blank]**

**[SIGNATURES CONTAINED ON NEXT PAGE]**



IN WITNESS WHEREOF, the Airport and the Consultant, through their duly authorized representatives, execute this Agreement.

**CITY OF NEW ORLEANS**

**BY:** \_\_\_\_\_  
**LATOYA CANTRELL, MAYOR**

**Executed on this \_\_\_\_\_ of \_\_\_\_\_, 201\_\_**

**FORM AND LEGALITY APPROVED:**  
**Law Department**

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

**Printed Name:** \_\_\_\_\_

*Please sign in BLUE Ink*

**[BOARD SIGNATURES CONTAINED ON NEXT PAGE]**



**NAME OF CONSULTANT**

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

**NAME AND TITLE OF INDIVIDUAL INDICATED IN PROOF OF  
SIGNING AUTHORITY**

\_\_\_\_\_  
**FEDERAL TAX I.D. NO.**

*Please sign in BLUE Ink*

**[EXHIBITS A-E CONTAINED ON NEXT PAGES]**

## LIST OF EXHIBITS

<b>EXHIBIT A</b>	<b>SCOPE OF WORK</b>
<b>EXHIBIT B</b>	<b>ORGANIZATIONAL CHART</b>
<b>EXHIBIT C</b>	<b>FEDERAL CONTRACT PROVISIONS</b>
<b>EXHIBIT D</b>	<b>RFQ</b>
<b>EXHIBIT E</b>	<b>PROPOSAL</b>

## EXHIBIT A

### SCOPE OF WORK

**[TO BE DEFINED FURTHER DURING NEGOTIATIONS]**

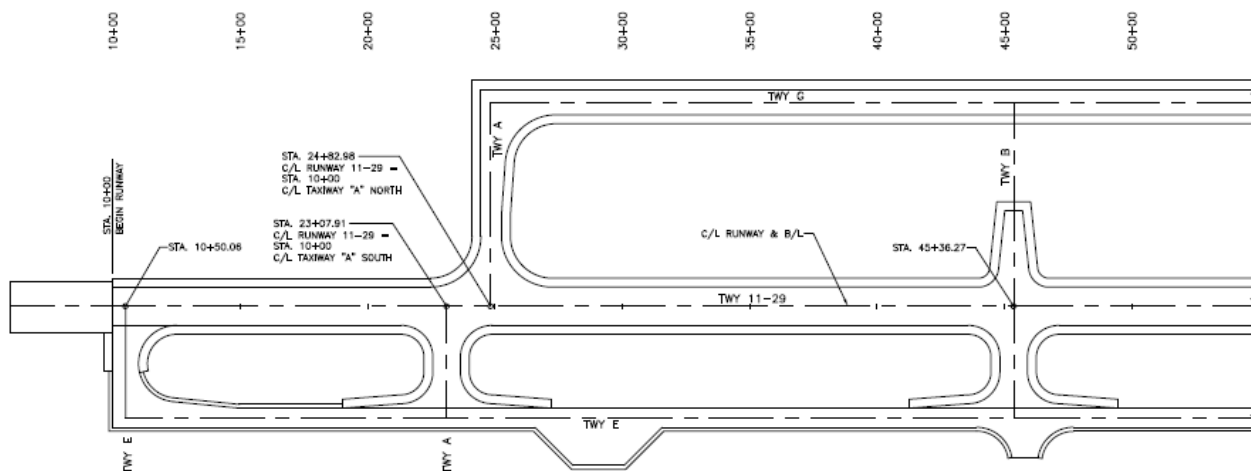
#### Background

Louis Armstrong New Orleans International Airport (Airport) is a public use international airport located in the City of Kenner and the Parishes of Jefferson and St. Charles. It is owned by the City of New Orleans and operated by the New Orleans Aviation Board (NOAB). LANOIA is the primary commercial airport for the New Orleans metropolitan area and southeast Louisiana, serving over 20 million passengers, annually. LANOIA has two (2) runways:

- Runway 11/29 (10,104' length by 150' wide) concrete pavement surface;
- Runway 2/20 (7,001' length by 150' wide) concrete pavement surface;

Runway 11/29 and Runway 2/20 each have parallel and associated connector taxiways. The taxiways are 75 feet in width, with the exception of Taxiway Gulf which is 100 feet in width.

Currently a one billion dollar Capital Improvement Project, the 35-gate North Terminal, is under construction with a scheduled opening in 2019. In order to accommodate traffic on the north side of the airfield, Taxiway Gulf needs to be extended to the end of Runway 11/29. The extension heading west will run approximately 1,500 linear feet then turn south and tie into existing Runway 11/29. Taxiway Gulf is offset 800 centerline to centerline to the north of Runway 11/29. Design would include taxiway geometric layout, plan and profile, drainage, stripping, lighting, and signage.



It is expected that the work will be completed in the phases identified in general below:

1. Programming Phase – consists of preliminary studies, project requirements, program development, construction sequencing, schedule, operational constraints, coordination of environmental elements, and programmatic cost estimates. The Consultant shall assist the NOAB in the coordination of program approval, AIP grant application, and reimbursable agreement activities with the FAA. Assessment of air carrier operations, aircraft performance, stakeholder and community outreach, coordination with the Federal Aviation Administration (FAA) and other

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Professional Services Agreement between  
The City of New Orleans and by and through the New Orleans Aviation Board and

**NAME OF CONSULTANT**

**RFP NUMBER** Engineering Design Services for the extension of Taxiway Gulf-West

**PO# - TO BE INSERTED BY LAW DEPARTMENT**

**K# - TO BE INSERTED BY LAW DEPARTMENT**

regulatory agencies shall be conducted as part of the programming stage.

2. Data Gathering – Review of record information, NOAB Planning information, existing conditions, including utility infrastructure, field verification and survey of surface and subsurface improvements, geotechnical investigation and operational requirements.

3. Basis of Design Report – The Consultant shall define, review, and coordinate project requirements with stakeholders and generate baseline design criteria. A Basis of Design Report shall be prepared summarizing the project requirements, Aircraft Approach Category / Airplane Design Group (AAC/ADG), aircraft fleet mix, operational, and maintenance issues, design objectives, engineering design criteria, site improvements, regulatory requirements, proposed alternates, building materials, constructability, and budgetary cost estimates. The Basis of Design report shall include a Life Cycle Cost Analysis of the design life cycle costs for asphalt and concrete pavements.

4. Schematic Design - Upon approval of the Basis of Design, the consultant shall be directed to generate a schematic design. The schematic design will be the basis for design development and preparation of construction documents. The Consultant shall generate schematic design plans, a preliminary construction cost estimate, and an assessment of constructability.

5. Design Development / Contract Documents Phase - The Consultant shall perform field verification, design development, generate specification, submittal, inspection and testing requirements, final construction and contract documents, preliminary and final opinion of construction cost, Construction Safety and Phasing Plan (CSPP), and a project schedule. Periodic technical reviews, stakeholder coordination, presentations, and a pre-bid meeting will be required. Ongoing stakeholder and community outreach, coordination with the Federal Aviation Administration (FAA) and other regulatory agencies shall be conducted as part of the design development stage.

Final documents shall be issued for permits, Engineers Design Report, and construction bidding, including addenda. Multiple construction bid packages may be required, commensurate with the program schedule and AIP funding.

This phase includes all activities required to undertake and accomplish a full and complete project design. Examples include meetings and design conferences to obtain information and to coordinate or resolve design matters; collecting data and undertaking field investigations (such as borings) and subsequent geotechnical evaluations and surveying; preparing necessary engineering reports and recommendations; preparing detailed plans, specifications, and cost estimates; design/construction schedules, construction safety plans and printing and providing necessary copies of drawings and contract specifications. In the Design Phase, the Designer shall, at a minimum: review available sub-surface information and existing as-builts; perform an in-depth field inspection within the limits of the Project, perform a topographic survey to collect data necessary for design; prepare construction documents for review at 35%, 65%, and 95% completion milestones; and complete Final Plans and specifications.

5. Construction Support/ Bidding/ Project Close Out Phase - The Consultant shall provide bid evaluation services and assist in the permit process, submittal review, RFI responses, contract administration, construction observation, facility commissioning, acceptance, Final Engineers Report, record drawings, and project close out.

This phase includes all basic services rendered after the award of a construction contract, including, but not limited to, providing consultation and advice to the sponsor during all phases of construction; representing the sponsor at preconstruction conferences; inspecting work in progress periodically and providing appropriate reports to the sponsor; reviewing and approving submittals and shop erection drawings submitted by contractors for compliance with design concept; construction testing; reviewing, analyzing, and approving test reports of materials and equipment; preparing and negotiating change orders and supplemental agreements; observing or reviewing performance tests required by specifications; determining amounts owed to contractors and assisting sponsor in the preparation of payment requests for amounts reimbursable from grant projects; making final inspection and submitting a report of the completed project to the sponsor. Services will also include gathering and providing

sponsor with warranties, guarantees, instruction manuals, etc.

- A. Solicit and review bonds, insurance certificates, construction schedules, etc.
- B. Review construction staking, provide horizontal and vertical control that was used during design topographic survey.
- C. Inspect work in progress periodically and provide appropriate reports to the Airport.
- D. Prepare and confirm monthly payment request.
- E. Conduct a final project inspection with airport personnel and the FAA, and submit punch-lists and a report of the completed project to the sponsor.

Program and Construction Management (PM/CM) services will be provided by others and is not a part of this solicitation. The NOAB reserves the right to negotiate additional professional consulting services with the selected firm(s) as it may deem necessary to fulfill the complete project intent.

These activities involve assisting the sponsor in advertising and securing bids, prebid conferences, issuing addenda, analyzing bid results and preparing an abstract of bids, furnishing recommendations on award of contracts, and preparing contract documents.

**EXHIBIT B**  
**ORGANIZATIONAL CHART**

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Professional Services Agreement between  
The City of New Orleans and by and through the New Orleans Aviation Board and

**NAME OF CONSULTANT**

**RFP NUMBER** Engineering Design Services for the extension of Taxiway Gulf-West

**PO# - TO BE INSERTED BY LAW DEPARTMENT**

**K# - TO BE INSERTED BY LAW DEPARTMENT**



## EXHIBIT C

### FEDERAL CONTRACT PROVISIONS

#### ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

#### BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Consultant or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Consultant until such time the Consultant corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

#### GENERAL CIVIL RIGHTS PROVISIONS

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

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

#### TITLE VI CLAUSES FOR COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### **TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

### **CLEAN AIR AND WATER POLLUTION CONTROL**

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

### **CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

#### 1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

#### 2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including

watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

### 3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

### 4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

## **DEBARMENT AND SUSPENSION CERTIFICATION**

By entering into this Agreement, 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.

The Consultant, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The Consultant 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 Certification of Offerer /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration 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.

## **DISADVANTAGED BUSINESS ENTERPRISES**

### **Contract Assurance (§ 26.13) –**

The Contractor 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 Department of Transportation-assisted contracts. Failure by the Contractor 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 Owner deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

**Prompt Payment (§26.29)** – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than seven days from the receipt of each payment the prime contractor receives from the Airport. The prime contractor agrees further to return retainage payments to each subcontractor within seven days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Airport. This clause applies to both DBE and non-DBE subcontractors.

#### **TEXTING WHEN DRIVING**

In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving”, (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving”, (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

#### **ENERGY CONSERVATION REQUIREMENTS**

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201*et seq*).

#### **FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

This Agreement and any resulting contracts incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

### **CERTIFICATION REGARDING LOBBYING**

The Consultant certifies by signing and submitting this bid or proposal, 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, subgrants, 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.

### **TRADE RESTRICTION CERTIFICATION**

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

- 1) 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 (USTR);
- 2) 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 USTR; and

- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

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 USC 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 USTR or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR 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 USTR, 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 (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

### **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a

referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

### **RIGHTS TO INVENTIONS**

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

### **SEISMIC SAFETY**

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

### **CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS**

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

#### **Certifications**

- 1) The applicant represents that it is (  ) is not (  ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is (  ) is not (  ) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

#### **Note**

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government’s interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify



the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

**Term Definitions**

**Felony conviction:** Felony conviction means a conviction within the preceding twentyfour (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

**Tax Delinquency:** A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

**TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)**

See Article 12 – Duration and Termination.

**TERMINATION FOR DEFAULT (PROFESSIONAL SERVICES)**

See Article 12 – Duration and Termination.

**VETERAN'S PREFERENCE**

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

## **EXHIBIT D**

### **RFQ**

Page **48** of **49**

Professional Services Agreement between  
The City of New Orleans and by and through the New Orleans Aviation Board and

**NAME OF CONSULTANT**

**RFP NUMBER** Engineering Design Services for the extension of Taxiway Gulf-West

**PO# - TO BE INSERTED BY LAW DEPARTMENT**

**K# - TO BE INSERTED BY LAW DEPARTMENT**

**EXHIBIT E**  
**PROPOSAL**

Page **49** of **49**

Professional Services Agreement between  
The City of New Orleans and by and through the New Orleans Aviation Board and

**NAME OF CONSULTANT**

**RFP NUMBER** Engineering Design Services for the extension of Taxiway Gulf-West

**PO# - TO BE INSERTED BY LAW DEPARTMENT**

**K# - TO BE INSERTED BY LAW DEPARTMENT**

# ATTACHMENT C

## OFFICE OF INSPECTOR GENERAL



**Office of Inspector General (“OIG”).** The New Orleans Office of the Inspector General (OIG) reviews all solicitations and proposals issued by the Airport. The OIG will be actively monitoring all aspects of the design, construction, and operation of the Airport Services.

The Office of Inspector General, Construction Fraud Division (OIG-CFD) provides full time program oversight to prevent and detect fraud, waste and abuse, and to promote efficiency and effectiveness leading to the realization of the New Orleans Aviation Board (NOAB) Long Term Strategic Infrastructure Plan or North Airport Terminal. These services include the development and implementation of a full fraud detection and prevention program related to NOAB implementation of the Strategic Plan.

The OIG maintains permanent offices on site for 3 professional CFD representatives housed at the New Orleans Airport. These officers include:

- Assistant Inspector General – Construction Fraud Division
- Deputy Assistant Inspector General – Construction Fraud Division
- Program Officer – Construction Fraud Division

**Proposers may contact the Office of Inspector General at any time before, during, or after the solicitation process.** Any questions or concerns regarding the function of the Construction Fraud Division should be brought to the attention of Robert Wilson Assistant Inspector General for Construction Fraud @ 504-301-7553 or [rjwilson@nolaoig.gov](mailto:rjwilson@nolaoig.gov).

For more information regarding the Construction Fraud Division please visit the Office of Inspector General website: <http://www.nolaoig.gov>



**SCHEDULE OF CONTRACT PARTICIPATION AND DBE COMMITMENT  
PRIME(S) & SUB-CONTRACTOR/CONSULTANT/VENDOR(S)  
INSTRUCTIONS**

Fill out fields **NOAB Project Title, NOAB Project No., Project Type and Project DBE Goal.**

Complete a table row for each firm that will participate in the contract, including the prime. Additional pages are provided should the number of firms exceed the number of rows provided on Page 1.

**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 DBE participation

**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.** In response to a Request for Qualifications, enter N/A. On the row **Total Value of Participation**, enter N/A.

**Column F.** Indicate the value of work assigned to the firm as a percent of the total work product. On the row **Total Value of Participation**, enter the total percent value of work – should equal 100% to account for all work being performed on the contract.

**Column G.** 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)). On the row **Total Value of Participation**, enter the total DBE participation counted towards DBE goal as a percentage of total work product. Firms must be DBE-certified at the time of bid submission in order to count their participation towards the goal. Firm(s) that are providing Regular Dealer/Supplier work or purchases can only have 60% of their value counted toward DBE goal.

**Good Faith Efforts to Secure DBE Participation**

If required, please attach documents to establish that Good Faith Efforts were undertaken to secure DBE participation respective with 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. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must 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 to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.*

*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.*

*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. 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 employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.*

*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 OF CONTRACT PARTICIPATION AND DBE COMMITMENT  
PRIME(S) & SUB-CONTRACTOR/CONSULTANT/VENDOR(S)  
(PRIME MUST COMPLETE AND SUBMIT WITH QUALIFICATIONS STATEMENT.)**

NOAB Project Title: Engineering Design Services for the Extension of Taxiway Gulf

NOAB Project No.: \_\_\_\_\_

Project Type: DBE

Project DBE Goal: \_\_\_\_\_ 34.51 %

Name of Bidder / Prime Contractor: \_\_\_\_\_

A	B	C	D	E	F	G
FIRM ROLE <i>*Prime, Sub-Tier 2, Manufacturer, Supplier, etc.</i>	FIRM NAME AND ADDRESS	PRINCIPAL CONTACT NAME AND PHONE NUMBER	WORK TO BE SUBCONTRACTED / GOODS / SERVICES TO BE PURCHASED	\$ VALUE OF WORK / PURCHASES (Enter N/A for Statement of Qualifications)	% VALUE OF WORK / PURCHASES	DBE or non-DBE
				\$ N/A	%	
				\$ N/A	%	
				\$ N/A	%	
				\$ N/A	%	
				\$ N/A	%	
				\$ N/A	%	
				\$ N/A	%	

**TOTAL VALUE OF PARTICIPATION FROM CONTINUATION PAGES:**

\$ N/A	%	%
<b>Enter Total Bid Amount</b>	Total Must Equal 100%	Total DBE Participation
\$ N/A	%	%

*\* DBE Regular Dealer/Supplier work/purchases is counted at 60% participation toward goal.*

**TOTAL VALUE OF PARTICIPATION:**

*➡ If Total DBE Participation is less than the goal, refer to the Good Faith Efforts section of the Instructions and attach necessary documentation. Firms must be DBE-certified to count participation towards the goal.*

The undersigned Prime firm will enter into a formal written agreement with the Subcontractors / Consultants / Vendors identified herein for work and/or goods and services as shown in this schedule, conditioned upon the execution of a contract with the NOAB. The undersigned agrees to be contractually bound to maintain the level of DBE participation set forth above. Failure to comply with this agreement constitutes breach of contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

SWORN AND SUBSCRIBED, before me, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

(Seal)

My commission expires \_\_\_\_\_







**SCHEDULE OF CONTRACT PARTICIPATION AND DBE COMMITMENT  
PRIME(S) & SUB-CONTRACTOR/CONSULTANT/VENDOR(S)  
(PRIME MUST COMPLETE AND SUBMIT WITH QUALIFICATIONS STATEMENT.)**

Name of Bidder / Prime Contractor: \_\_\_\_\_

A	B	C	D	E	F	G
FIRM ROLE <i>*Prime, Sub-Tier 2, Manufacturer, Supplier, etc.</i>	FIRM NAME AND ADDRESS	PRINCIPAL CONTACT NAME AND PHONE NUMBER	WORK TO BE SUBCONTRACTED / GOODS / SERVICES TO BE PURCHASED	\$ VALUE OF WORK / PURCHASES (Enter N/A for Statement of Qualifications)	% VALUE OF WORK / PURCHASES	DBE or non-DBE
				\$ N/A	%	
				\$ N/A	%	
				\$ N/A	%	
				\$ N/A	%	
				\$ N/A	%	
				\$ N/A	%	
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				\$ N/A	%	
				\$ N/A	%	
				\$ N/A	%	
				\$ N/A	%	
				\$ N/A	%	

*\* DBE Regular Dealer/Supplier work/purchases is counted at 60% participation toward goal.*

Total \$ Value of Work Purchases	Total % Value of Work Purchases	Total DBE Participation
\$ N/A	%	%

**TOTAL VALUE OF PARTICIPATION FOR CONTINUATION PAGE 3:**

**SCHEDULE OF CONTRACT PARTICIPATION AND DBE COMMITMENT  
PRIME(S) & SUB-CONTRACTOR/CONSULTANT/VENDOR(S)  
(PRIME MUST COMPLETE AND SUBMIT WITH QUALIFICATIONS STATEMENT.)**

Name of Bidder / Prime Contractor: \_\_\_\_\_

A	B	C	D	E	F	G
FIRM ROLE <small>*Prime, Sub-Tier 2, Manufacturer, Supplier, etc.</small>	FIRM NAME AND ADDRESS	PRINCIPAL CONTACT NAME AND PHONE NUMBER	WORK TO BE SUBCONTRACTED / GOODS / SERVICES TO BE PURCHASED	\$ VALUE OF WORK / PURCHASES <small>(Enter N/A for Statement of Qualifications)</small>	% VALUE OF WORK / PURCHASES	DBE or non- DBE
				\$ N/A	%	
				\$ N/A	%	
				\$ N/A	%	
				\$ N/A	%	
				\$ N/A	%	
				\$ N/A	%	
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				\$ N/A	%	
				\$ N/A	%	
				\$ N/A	%	

*\* DBE Regular Dealer/Supplier work/purchases is counted at 60% participation toward goal.*

**TOTAL VALUE OF PARTICIPATION FOR CONTINUATION PAGE 4:**

<b>Total \$ Value of Work Purchases</b>	<b>Total % Value of Work Purchases</b>	<b>Total DBE Participation</b>
\$ N/A	%	%

**ATTACHMENT E**  
**NOAB S-03B Consulting Services Questionnaire**

**Instructions:** The prime, each subconsultant, and any other tier subconsultant must submit a fully completed NOAB S-03B form. All items requested on the form are required, if an item is not applicable, respondent should enter “N/A.” Each prime firm participating as a joint venture should complete a separate S-03B form and indicate on the form in item 10 that the response is a joint venture.

1. Solicitation Name and Number			
2. Official name of firm, indicate if prime or subconsultant:			
3. Address of office to perform work:			
4. Name of parent company, if any:		5. Location of headquarters (city):	
6. Name, title, and telephone number of principal contact:			
7. Name, title, and telephone number of project manager:			
8. Specify Type of Ownership: <input type="checkbox"/> Private corporation <input type="checkbox"/> Public corporation <input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership			
9. Indicate Special Status: <input type="checkbox"/> Small business <input type="checkbox"/> SBA certified <input type="checkbox"/> Minority-owned business <input type="checkbox"/> SLDBE certified <input type="checkbox"/> Woman-owned business <input type="checkbox"/> LAUCP certified			
10. Is this submittal a joint venture (JV)? <input type="checkbox"/> Yes <input type="checkbox"/> No		If so, has the JV worked together before? <input type="checkbox"/> Yes <input type="checkbox"/> No	
11. List full-time personnel by primary function. Count each only once. If all personnel are not stationed in office as listed in item 3, indicate in-office personnel separately, e.g. “5/1”.			
#	Function (e.g. Civil Engineer)		
			Other
			<b>Total Personnel Domiciled in LA</b>
			<b>Total Personnel</b>
12. List applicable specialties (architectural, engineering, planning, technical, etc.):			

**NOAB S-03B Consulting Services Questionnaire**

13. Summary of firm's annual revenues, insert index number: <u>2018</u> <u>2017</u> <u>2016</u> <u>2015</u> <u>2014</u>	Ranges of annual revenues received:	
	<u>Index</u>	<u>Index</u>
	1 Less than \$250,000	4 \$3,000,000 to \$6,000,000
	2 \$250,000 to \$1,000,000	5 Over \$6,000,000
	3 \$1,000,000 to \$3,000,000	

14. List all outside subcontractors or subconsultants you intend to employ for this project (use separate sheet for subcontractors or subconsultants beyond 5):

a. Name & address of each subconsultant or subcontractor:	b. Specific work to be performed on this project:	c. Worked with prime firm before? If so, describe:

15. Brief resumes of key persons anticipated for this project (clearly identify if person's office location is different than listed in item 3):

a. Name and title:	a. Name and title:
b. Position or assignment for this project:	b. Position or assignment for this project:
c. Years of professional experience with this firm and with other firms (specify):	c. Years of professional experience with this firm and with other firms (specify):

d. Education - Degree / Year / Specialization:	d. Education - Degree / Year / Specialization:
e. Active registrations or applicable certifications - State / Discipline / License number / First year registered:	e. Active registration or applicable certifications - State / Discipline / License number / First year registered:
f. Experience and qualifications relevant to this project:	f. Experience and qualifications relevant to this project:

a. Name and title:	a. Name and title:
b. Position or assignment for this project:	b. Position or assignment for this project:
c. Years of professional experience with this firm and with other firms (specify):	c. Years of professional experience with this firm and with other firms (specify):
d. Education - Degree / Year / Specialization:	d. Education - Degree / Year / Specialization:
e. Active registrations or applicable certifications - State / Discipline / License number / First year registered:	e. Active registration or applicable certifications - State / Discipline / License number / First year registered:
f. Experience and qualifications relevant to this project:	f. Experience and qualifications relevant to this project:

a. Name and title:	a. Name and title:
b. Position or assignment for this project:	b. Position or assignment for this project:

NOAB S-03B Consulting Services Questionnaire

c. Years of professional experience with this firm and with other firms (specify):	c. Years of professional experience with this firm and with other firms (specify):
d. Education - Degree / Year / Specialization:	d. Education - Degree / Year / Specialization:
e. Active registrations or applicable certifications - State / Discipline / License number / First year registered:	e. Active registration or applicable certifications - State / Discipline / License number / First year registered:
f. Experience and qualifications relevant to this project:	f. Experience and qualifications relevant to this project:

16. List work by firm’s personnel that are to be assigned to this project which best illustrates experience and current proposals relevant to this project (add separate sheets for projects beyond 5):

#1	Project name, location, and owner’s name:
	Reference contact name, telephone number, and e-mail:
	Project description:
	Nature of firm’s responsibilities:
	Completion date (actual or estimate):
	Estimated fees (000’s) – Entire Project & Firm’s Work: \$                                \$
#2	Project name, location, and owner’s name:
	Reference contact name, telephone number, and e-mail:
	Project description:
	Nature of firm’s responsibilities:
	Completion date (actual or estimate):
	Estimated fees (000’s) – Entire Project & Firm’s Work: \$                                \$

NOAB S-03B Consulting Services Questionnaire

#3	Project name, location, and owner's name:
	Reference contact name, telephone number, and e-mail:
	Project description:
	Nature of firm's responsibilities:
	Completion date (actual or estimate):
	Estimated fees (000's) – Entire Project & Firm's Work: \$                          \$
#4	Project name, location, and owner's name:
	Reference contact name, telephone number, and e-mail:
	Project description:
	Nature of firm's responsibilities:
	Completion date (actual or estimate):
	Estimated fees (000's) – Entire Project & Firm's Work: \$                          \$
#5	Project name, location, and owner's name:
	Reference contact name, telephone number, and e-mail:
	Project description:
	Nature of firm's responsibilities:
	Completion date (actual or estimate):
	Estimated fees (000's) – Entire Project & Firm's Work: \$                          \$

17. List all projects currently under contract or under contract negotiations that are being (or will be) performed by the firm's office as listed in item 3 (add separate sheets for projects beyond 3):

#1	Project name, location, and owner's name:
	Nature of firm's responsibilities:
	Indicate whether work completed as prime, sub-consultant or joint venture:

NOAB S-03B Consulting Services Questionnaire

	Percent Complete & Estimated Completion Date:
	Estimated fees (000's) – Entire Project & Firm's Work: \$                      \$
#2	Project name, location, and owner's name:
	Nature of firm's responsibilities:
	Indicate whether work completed as prime, sub-consultant or joint venture:
	Percent Complete & Estimated Completion Date:
	Estimated fees (000's) – Entire Project & Firm's Work: \$                      \$
#3	Project name, location, and owner's name:
	Nature of firm's responsibilities:
	Indicate whether work completed as prime, sub-consultant or joint venture:
	Percent Complete & Estimated Completion Date:
	Estimated fees (000's) – Entire Project & Firm's Work: \$                      \$

18. Use this space to provide any additional information or description of resources supporting your firm's qualifications for the proposed project:



19. Statement of Agreement to a Background Check: Because the professional services may necessitate access to the secure areas of the Airport, it will be necessary that the selected respondent be issued identification badges as required by Part 1542 of the Federal Air Regulations. **The Respondent must be willing to provide extensive details on personnel and company background. By signing this form below, I agree to submit to a five-year background investigation and criminal history record check.**
20. Ethics Questionnaire: If any owner, officer, or employee of respondent or any of the respondent's subconsultants (whether identified in the submittal or not) is currently an officer, employee, or board member of the City of New Orleans or of any of its departments, boards, or commissions, committees, authorities, agencies, public trusts, or public benefit corporations, please state the name or names of said owner, officer or employee, the relationship to respondent and/or respondent's subcontractor(s), the relationship with City board, agency, department, commission, authority, public trust, or public benefit corporation; if respondent or person(s) identified believe that the relationship is not or would not be a violation of applicable ethics laws, fully explain why not. If applicable, please complete ethics questionnaire on company letterhead attached to the back of this form. By signing below, you have completed the ethics questionnaire or you have not identified any ethics conflict at this time.
21. The forgoing is a statement of facts.

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

Typed Name: \_\_\_\_\_ Title: \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_ PARISH OF \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:

- (1) He is (Owner) (Partner) (Office) (Representative) or (Agent), of:  
\_\_\_\_\_,  
the Proposer that has submitted the attached Proposal:
- (2) Such Proposal is genuine and is not a collusive or sham Proposal:
- (3) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly, or indirectly with any other Proposer, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Proposer, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other proposer, or to secure through any advantage against the City of New Orleans of any person interested in the proposed contract; and
- (4) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

\_\_\_\_\_  
Respondent Representative (Signature) Title

SWORN AND SUBSCRIBED, before me, this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
(Seal)

My commission expires \_\_\_\_\_

**NOAB CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT**

**STATE OF LOUISIANA**

**Parish of** \_\_\_\_\_

Before me, the undersigned authority came and appeared \_\_\_\_\_  
\_\_\_\_\_, who, being sworn, deposed and said that:

He/she is the \_\_\_\_\_ and authorized representative  
of \_\_\_\_\_, hereafter called "Respondent."

The Respondent submits the attached in response to the solicitation # 8910-\_\_\_\_\_

The Respondent hereby confirms that a conflict of interest **exists** / **does not exist** / **may exist** (circle one) in connection with this solicitation which might impair Respondent's ability to perform if awarded the contract, including any familial or business relationships that the Respondent, the proposed subcontractors, and their principals have with City or NOAB officials or employees.

If any owner, officer, or employee of Respondent or any of Respondent's subcontractors (whether identified in response or not) is currently an officer, employee, or board member of the City of New Orleans or of any of its departments, boards, or commissions, committees, authorities, agencies, public trusts, or public benefit corporations, please state (attach extra sheets if necessary):

- A. Name or names of said owner, officer or employee (N/A if none): \_\_\_\_\_  
\_\_\_\_\_
- B. Relationship to respondent and/or respondent's subcontractor(s): \_\_\_\_\_  
\_\_\_\_\_
- C. Describe relationship with City board, agency, department, commission, authority, public trust, or public benefit corporation: \_\_\_\_\_
- D. If respondent or person(s) identified believe that the relationship is not or would not be a violation of applicable ethics laws, fully explain why not (attach letter of explanation).

\_\_\_\_\_  
Respondent Representative (Signature)

\_\_\_\_\_  
Title

SWORN AND SUBSCRIBED, before me, this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
(Seal)

My commission expires \_\_\_\_\_

ATTACHMENT H

CITY OF NEW ORLEANS  
TAX CLEARANCE AUTHORIZATION

According to Section 2-8 of the Code of the City of New Orleans, Louisiana 1995, the City may not enter into or make payments under a contract, grant or cooperative endeavor agreement with any person, corporation, or entity delinquent in City taxes. This form supplies the needed tax clearance. This clearance is issued without prejudice to any tax liabilities discovered by audit.

Please refer to the instructions on the back of this form

BUSINESS NAME:

OWNER'S NAME:

REAL ESTATE TAX NUMBER:

TYPE OF BUSINESS:

PERSONAL PROPERTY TAX NUMBER:

BUSINESS ADDRESS:

MAILING ADDRESS:

SALES TAX/OCCUPATIONAL LICENSE NUMBER:

CONTACT TELEPHONE:

FAX NUMBER:

E-MAIL ADDRESS:

PRINT NAME:

TITLE:

AUTHORIZED SIGNATURE:

DATE SIGNED:

I certify that I have the authority to execute this form with respect to the tax matters covered and that the above is true and correct. The City of New Orleans is authorized to inspect and/or receive confidential tax information.

BUREAU OF REVENUE (Room 1W15)

BUREAU OF TREASURY (Room 1W40)

This clearance covers Occupational License and Sales/Use taxes.

This clearance covers Ad Valorem taxes for Real Estate and Business Property taxes.

I hereby assert that after review of the taxpayer's records of this date that the taxpayer **IS NOT** delinquent in any taxes owed to the city. This clearance covers the period today through \_\_\_\_\_, 20\_\_\_\_. The above clearance may be revoked for failure to pay sales tax.

I hereby assert that after review of the taxpayer's records of this date that the taxpayer **IS NOT** delinquent in any taxes owed to the city. This clearance covers the period today through \_\_\_\_\_, 20\_\_\_\_.

COLLECTOR OF REVENUE DATE

TREASURY CHIEF DATE

I attest that the taxpayer named above is not delinquent in any taxes owed to the city.

DIRECTOR OF FINANCE DATE

**CITY OF NEW ORLEANS  
TAX CLEARANCE AUTHORIZATION**

**INSTRUCTIONS**

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1. To complete this form, provide all of the information requested. Failure to fill in ALL information requested will delay processing. If the form is not signed and dated, the form will not be processed.
2. Complete, sign and date the authorization form and submit to the Department with whom you are contracting.
3. This form authorizes the City of New Orleans to inspect and/or receive your confidential tax information.
4. This Tax Clearance Authorization will not be honored for any purpose other than contracting with the City of New Orleans.
5. The following requirements must be met in order for a Tax Clearance Authorization form to be approved by the City of New Orleans. It is recommended that all outstanding tax and business registration be completed prior to processing the form to expedite contract execution.

**Real Estate/Personal Property Tax**

- Businesses are required to be current in payment of all Real Estate Tax and Personal Property Tax.
- A business can visit the City of New Orleans' website, [www.nola.gov](http://www.nola.gov) at the Bureau of Treasury webpage to pay outstanding Real Estate and Personal Property taxes due.
- A business can mail outstanding tax payments to City of New Orleans, Bureau of the Treasury 1300 Perdido St., Room 1W38, New Orleans, La. 70112.

**Sales Tax/Occupational License**

- All businesses are required to have a City of New Orleans Sales Tax number.
- If the business is located within Orleans Parish, an Occupational License is also required. If the business is domiciled outside of Orleans Parish, a registration is required to be completed to obtain a Revenue account number.
- If a business is not registered, a New Business Application must be completed. The application can be found on the City of New Orleans' website, [www.nola.gov](http://www.nola.gov), at the Bureau of Revenue webpage. Under Online Revenue Documents, an application can be downloaded and returned to the City of New Orleans, Bureau of Revenue, 1300 Perdido St., Room 1W15, New Orleans, LA 70112. Any questions may be forwarded to Revenue Administration, 658-1695 or 658-1666.
- Non-profit organizations must comply with the Occupational License requirements by completing a New Business Application. The application can be found on the City of New Orleans' website, [www.nola.gov](http://www.nola.gov), at the Bureau of Revenue webpage. Under Online Revenue Documents, an application can be downloaded and returned to the City of New Orleans, Bureau of Revenue, 1300 Perdido St., Room 1W15, New Orleans, LA 70112. Any questions may be forwarded to Revenue Administration, 658-1695 or 658-1666.
- Once exempt status is confirmed for the non-profit organization, the organization is exempt from Occupational License fees.

Revised Tax Clearance Authorization, April 20, 2012

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**PROPOSER ATTESTATION**

City solicitation no. \_\_\_\_\_ for \_\_\_\_\_

The proposing entity, \_\_\_\_\_, attests that no individual partner, incorporator, director, manager, officer, organizer, or member, who has a minimum of a ten (10%) percent ownership in the bidding entity, has been convicted of, or has entered into a plea of guilty or nolo contendere to any of the following state or equivalent federal crimes in the five (5) years preceding submitting the Proposal:

1. Embezzlement
2. Theft of public funds
3. Bribery
4. Falsification or destruction of public records

Attest (signature): \_\_\_\_\_  
Date

Name and title (print): \_\_\_\_\_

Authorized Representative for Proposing Entity (print): \_\_\_\_\_

## CERTIFICATION OF PROPOSER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

### Certifications

- 1) The applicant represents that it is (  ) is not (  ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is (  ) is not (  ) a corporation that has been convicted of a criminal violation under any Federal law within the preceding 24 months.

### Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

### Term Definitions

**Felony conviction:** Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

**Tax Delinquency:** A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

**EXHIBIT A**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND  
VOLUNTARY EXCLUSION**

(49 CFR, Part 29)

Consultant certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by and Federal department or agency. It further agrees that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where Consultant or any lower tier participant is unable to certify to this statement, it shall provide an explanation.

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

Certification – the information above is true and complete to the best of my knowledge and belief.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date