

Consultant Selection Process

The procurement of engineering and planning service for work under Federal Aviation Administration (FAA) and WYDOT Aeronautics Commission airport grant programs must conform to the policies and procedures contained in:

- 49 Code of Federal Regulations (CFR) 18.36, *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*, Section 511, paragraph (a)(16) of the Airport and Airway Improvement Act of 1987: and FAA Advisory Circular (AC) 150/5100-14C, *Architectural, Engineering, and Planning Consultants Services for Airport Grant Projects*.
- Wyoming Department of Transportation Operating Policy 40-1 – *Consulting and Special Service Agreements*.

These Consultant Selection Process Guidelines were compiled in conformance with the above policies and regulations in an effort to streamline the process for Wyoming Airports' Sponsors. In order to be in conformance with those regulations it is incumbent upon the Sponsor to conduct the selection process in a manner whereby the selection is based strictly on qualifications and subsequent successful negotiation of a fair and reasonable fee.

See Appendix A.

We have prepared the following guidance for the Sponsor's reference throughout the selection process. The selection process is presented in a series of steps that need to be completed in sequence in order to comply with the policy and procedures cited above. For additional information the Sponsor should refer to FAA Advisory Circular 150/5100-14C, *Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects*.

In the event that consultant services will not exceed \$25,000 in the aggregate, procurement of those services must meet the requirements of 49 CFR Section 18.36 (d)(1), *Procurement by small purchase procedures*. In order to comply with that standard the Sponsor must obtain price or rate quotations from at least three qualified sources. WYDOT operating policy states that at least three consultants qualified to perform the necessary work must be contacted. The Sponsor must be certain to satisfy local procedures as well.

STEPS TO CONSULTANT CONTRACT

1. SPONSOR DEVELOPS DRAFT SCOPE OF WORK.
2. WYDOT AND FAA REVIEW AND APPROVE PROPOSED SCOPE OF WORK.
3. SPONSOR FORMS SELECTION COMMITTEE.
4. COMMITTEE DEVELOPS SELECTION CRITERIA AND EVALUATION SYSTEM.
5. SPONSOR PREPARES ADVERTISEMENT FOR REQUESTS FOR QUALIFICATIONS.
6. COMMITTEE REVIEWS STATEMENTS OF QUALIFICATIONS AND RANKS PROSPECTIVE CONSULTANTS.

SPONSOR MAY ALSO ELECT TO INCLUDE THE FOLLOWING ADDITIONAL STEPS, DEPENDING UPON THE TYPE OF PROJECT TO BE COMPLETED:

- A.) COMMITTEE SELECTS A SHORT LIST OF 3-5 FIRMS.
 - B.) SPONSOR REQUESTS PROPOSALS AND/OR PRESENTATIONS.
 - C.) COMMITTEE RANKS SHORT-LISTED FIRMS.
7. TOP RATED FIRM IS CONTACTED.
 8. SOURCE IS ESTABLISHED FOR INDEPENDENT ESTIMATE.
 9. SPONSOR AND CONSULTANT PREPARED DETAILED SCOPE OF WORK.
 10. WYDOT AND FAA REVIEW AND APPROVE PREPARED SCOPE OF WORK.
 11. SCOPE OF WORK IS GIVEN TO "INDEPENDENT ESTIMATOR".
 12. SPONSOR RECEIVES INDEPENDENT ESTIMATE, REVIEWS.
 13. SPONSOR NEGOTIATES FEES WITH FIRST CHOICE FIRM.
 14. IF NEGOTIATIONS ARE SUCCESSFUL CONTRACT IS EXECUTED.
 15. RECORD OF NEGOTIATIONS & CERTIFICATION FOR SELECTION OF CONSULTANTS IS SUBMITTED TO THE FAA AND WYDOT.

PROJECT SCOPE

The essential first step in a smooth running project is establishing a clear understanding of the scope of the project. The scope of the project needs to be defined in terms of specific work items to be completed during the five year Capital Improvement Plan (CIP), and grant funds available. The Sponsor, WYDOT, and the FAA Project Manager should thoroughly discuss the scope of work and funds available so as to mutually understand the requirements of the project. FAA and State approval of the scope is necessary prior to proceeding with the selection process.

It is the policy of the FAA that the consultant selection process for planning projects and engineering projects be separate. This policy acknowledges the fact that not all potential consulting firms will provide both planning and engineering services. Separating these two disciplines opens up the selection opportunity to the widest number of firms available. WYDOT strongly supports this practice and encourages its use.

On Federal assistance projects where the total dollar amount for contracted services will exceed \$250,000, the Sponsor is required to have an approved Disadvantaged Business Enterprise (DBE) program in place. The engineering consultant that is selected will be expected to contribute to DBE participation in accordance with the approved DBE program. Consult with the FAA project manager if assistance with this process is needed.

SELECTION COMMITTEE

When the Sponsor has concurrence from the appropriate funding agencies on the scope of the project and is ready to begin the selection process, it is appropriate to designate a selection committee. Selection committees are usually comprised of at least three persons designated by the Sponsor to set evaluation criteria, review qualifications, interview, rank candidates, and make a recommendation to the Sponsor. At least one member of the committee should have professional knowledge of the services to be required of the consultant, possibly an engineer or planner. In order to be effective, the committee members should be impartial throughout the selection process.

SELECTION CRITERIA AND EVALUATION

In order to insure a fair and open selection process that is based solely on qualifications and experience possessed by the consultants, it is highly recommended that the selection board develop criteria on which the various candidates are to be evaluated and a system that will assign a rating to those criteria. Many Sponsors have found that use of a matrix, which assigns a

numerical rating to each candidate for each evaluation element, to be effective. Examples of evaluation criteria could include the following:

1. Capability to perform specific aspects of the project (rating for each aspect).
2. Recent experience on projects of a comparable nature.
3. Reputation of firm and key people to be utilized on the project.
4. Current workload and ability to meet the schedule.
5. Experience and reputation of firms subcontracting work on the project.
6. Degree of interest in undertaken project and capabilities in dealing with various local, state, and federal agencies that may be involved.
7. Quality of work and recommendations of clients from previous projects.

It is highly recommended that the board arrange the selection elements in a “matrix” that allows a relative weight to be assigned to each element and a rating to be assigned to each candidate. Two examples of such a matrix are provided in **Appendix B**.

ADVERTISE FOR REQUEST FOR QUALIFICATIONS

In order to insure the broadest publicity and best response, public announcements should be placed in newspapers of statewide distribution, trade journals, and magazines. It is recommended that public announcements also be placed in newspapers within the region where consulting firms are known to have their headquarters. The public announcement should contain a description of the project, its location, a description of the services to be procured, and estimated cost. WYDOT also recommends direct mailing of the public announcement to all firms registered in the WYDOT Engineering Services Consultant Database.

The public announcement needs to make clear that the consulting engineer will be expected to contribute DBE participation in accordance with the approved DBE Program.

Airport Sponsors must provide DBE the maximum opportunity to compete and perform services for all Airport Improvement Program (AIP) contracts. Steps to insure maximum opportunity for DBE firms include:

1. Inclusion of qualified DBE firms on solicitation lists.
2. Where feasible, division of the total requirements into small tasks to increase the likelihood of DBE firms’ participation.
3. Utilization of the services of minority and women business organizations that provide assistance in the recruitment and placement of disadvantaged businesses.

If the Sponsor solicits proposals at the time of advertisement, the announcement must indicate where the selection criteria can be obtained.

See Appendix C, Examples 1 and 2.

SELECTION COMMITTEE REVIEWS QUALIFICATIONS AND RANKS PROSPECTIVE CONSULTANTS

After the Sponsor receives the experience and qualifications data from the consultants, the selection committee should narrow the field and prepare a “short list” of the best-qualified consultants for further consideration. Ideally, the short list should consist of three to five consulting firms. At this point, firms that express interest in the project but were not successful should be notified.

The selection board should then request proposals for the firms on the “short list.” The proposals may not include any cost information but should include information such as the following:

1. Team members, other key personal, previous experience, and the role they will fill on the project.
2. Current workload.
3. Proposed project schedule, including major tasks and target completion dates.
4. Technical approach- a brief discussion of the tasks or steps that the consultant will undertake to accomplish the work described in the scope of work.

After reviewing the proposals the board is ready to conduct interviews (a telephone interview may be sufficient for some projects.) After interviews are completed the board members should review the experience and qualifications, project proposal, and interview results, and using the ranking criteria (and the matrix) rank the consultants.

The selection committee makes its recommendation to the Sponsor.

TOP RATED FIRM IS CONTACTED

After the selection board makes the determination which firm is the most highly qualified, that firm should be contacted and a meeting should be scheduled to develop the scope of work for which fees will be negotiated (note-they have not been officially selected yet).

**SOURCE IS ESTABLISHED FOR INDEPENDENT ESTIMATE
(If total consultant fees will exceed \$100,000)**

If the Sponsor has a staff with the experience in estimating the cost of professional services, the estimate may be prepared in house. Sponsors having no staff expertise in this area may retain the services of an independent engineering or planning firm to prepare an estimate of costs for the scope of work agreed upon between the Sponsor and the top ranked candidate. The firm selected to prepare the independent estimate may not be involved in the project in any manner. A lower ranked candidate may be retained (3rd or lower) or state Aeronautics Division personnel may provide the estimate. Fees for the preparation of the estimate are eligible for Federal and State participation (usually \$500 to \$3,000 depending on the complexity of the project.)

SPONSOR, WYDOT, FAA, AND CONSULTANT DEVELOP DETAILED SCOPE OF WORK

The general scope of work developed for advertisement and interview process is too broad to establish fees. A detailed scope of services must be developed at a meeting between the Sponsor and the top ranked consultant. WYDOT and the FAA must review and approve the proposed detailed scope of work before it is passed to the independent estimator. If possible, the independent estimator should be present at the meeting in order that the scope of services are clearly understood by both parties.

The scope of services needs to be sufficiently detailed so that the consultant and the independent estimator can make a reasonable cost estimate. Typical items to be considered are:

1. Meetings where the consultant will be required to attend.
2. Project schedule.
3. Special service required.
4. Complexity.
5. Safety and operational consideration.
6. Environmental consideration.
7. Surveying and testing requirements.
8. Inspection services.
9. Document preparation.
10. ALP and Exhibit "A" preparation.

THE SCOPE OF WORK IS GIVEN TO THE INDEPENDENT ESTIMATOR

The independent estimator prepares an estimate of costs using the scope of work supplied by the Sponsor. The estimate needs to be presented in a format

that will allow the Sponsor to easily compare the hours and costs for major work items with those to be encountered at the negotiation session. It would be beneficial to use a previously agreed upon format for breaking down costs. An example format for the cost breakdown can be found in **Appendix D**, along with a copy of *FAA Data Sheet To Support Engineering Services Contracts*. The estimate must be prepared without consultation with the top ranked firm.

SPONSOR RECEIVES INDEPENDENT ESTIMATES & REVIEWS

The independent estimate is delivered to the Sponsor for review prior to meeting for the negotiation session. The Sponsor should review the estimate and make sure the scope of services is correct and the format for cost breakdown is appropriate to proceed. When the Sponsor is satisfied with the independent estimate the negotiation session should be arranged. If the independent estimate differs from the First Choice Firm's estimate by more than ten percent (10%), then the FAA and WYDOT must be notified and both estimates must be examined by these two agencies to determine why the difference exists before the selection process can proceed.

SPONSOR NEGOTIATES FEES WITH FIRST CHOICE FIRM

Prior to initiating discussions with the top ranked firm, the Sponsor must sign and date the independent cost estimate and retain a copy for record purposes. If an independent firm has been retained by the Sponsor to prepare a cost estimate, the Sponsor may consult them during negotiations in order to clarify problem areas. The independent firm may not review the top ranked consultant's cost proposal or attend the negotiation sessions.

The top ranked consultant must submit the cost breakdown in a format that is compatible with the independent estimate. The breakdown should show an estimate of hours and cost for each of the major tasks. In addition to labor costs, the consultant should indicate costs for subcontractors, travel, living expenses, reproduction, and other out of pocket expenses.

The Sponsor should identify differences in the work hour estimates. Significant differences should be resolved. All costs should then be evaluated with any proposed costs above the independent estimate being resolved (the Sponsor may contact the firm that prepared the independent estimate for clarification of figures). The Sponsor must justify acceptance of any proposed fees that exceed those of the independent estimate.

The FAA and WYDOT will not participate in the negotiation process. The role of these agencies is to make a judgment on the reasonableness of the

compensation for the services to be furnished, and to ensure that all services required for a particular project have been included in the project.
See Appendix E.

IF NEGOTIATIONS ARE SUCCESSFUL, CONTRACT IS EXECUTED

If mutually satisfactory fees cannot be negotiated with the highest ranked consultant, negotiations should be terminated and the consultant should be notified. Negotiations should then be initiated with the consulting firm ranked second by the selection board. The procedure continues in the sequence of ranking until a mutually satisfactory contract has been resolved. Once negotiations have been terminated with a firm and begun with another, they cannot be reopened with the former firm.

Upon completion of successful negotiations, all consultants on the “short list” should be informed that the selection has been made.

Since the selection process is not complete until the fees have been successfully negotiated, no work should commence on the project before a contractual agreement that defines the complete extent and character of the work to be performed and includes terms and payments for various services.

Many government agencies, business firms, and engineering organizations have developed standardized forms for engineering and planning contracts. If the Sponsor wishes to use these forms it is generally necessary to modify them to include the specific terms and conditions applicable to a project, as well as the mandatory contract provisions, which are listed below. An example of a standard form of Master Agreement for Professional Services between Sponsor and Engineer-along with a sample Index can be found in **Appendix F**. All contracts involving airport development projects or airport planning must contain the applicable procurement standards in 49 CFR 18.36. Those provisions which pertain to consultant contracts are:

1. Contracts shall contain provisions or conditions which allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for sanctions and penalties as may be appropriate.
2. Contracts shall contain suitable provisions for the termination by the Sponsor, including the manner by which it will be affected and the bias for the settlement. In addition, contracts shall describe conditions under which the contract may be terminated for default, as well as conditions where the contract may be terminated because of circumstances beyond the control of the consultant.
3. All negotiated contracts shall include provisions to the effect that Sponsors, the FAA, WYDOT, the Comptroller General of the United

States, or any of the duly authorized representatives shall have access to any books, documents, papers, and records of the consultant which are directly pertinent to a specific grant program, for the purpose of making audits, exterminations, excerpts, and transcriptions. Sponsors shall require consultants to maintain all required records for 3 years after the Sponsor makes final payment and all other pending matters have closed.

4. Title VI and DBE Assurances shall be included in each contract. DBE Required Statements can be found in **Appendix G**.

FAA Airports District Field Office and WYDOT personnel are available to assist the Sponsor and provide guidance on the scope of services to be provided, the appropriate type of contract, and the mandatory contract provisions to be included.

The Sponsor's proposed contract must have pre-award review and approval in any of the following circumstances.

1. The Sponsor's procurement system is not in compliance with one or more significant aspects of 49 CFR 18.
2. The procurement is expected to exceed \$25,000 and is to be awarded without competition, or only one response is received in response to the request for qualification and experience data.

The FAA may require pre-award review and approval of a Sponsor's proposed contract if:

1. The Sponsor's procurement system has not yet been reviewed by the FAA for compliance by the FAA for compliance with 49 CFR 18.
2. The Sponsor has requested pre-award assistance.
3. The proposal is one of a series with the same firm.

RECORD OF NEGOTIATION & CERTIFICATION FOR SELECTION OF CONSULTANTS IS SUBMITTED

A record of negotiations shall be prepared by the Sponsor and included in the contract file. The record shall contain sufficient detail to reflect any changes in the scope of work controlling the establishment of costs and other terms of the contract. Justification must be provided for differences between the Sponsor's independent estimate and the cost finally agreed on.

The record of negotiations and all attachments shall be submitted to the FAA and WYDOT for a reasonableness of cost determination and is necessary prior to the issuance of any grant funding associated through the contract.

A sample record of negotiation can be found in **Appendix H**.

Appendix



Appendix A

SPONSOR CERTIFICATION FOR SELECTION OF CONSULTANTS

Sponsor's Name

Airport

FAA Project Number

State Project Number

Project Description:

Section 509 (d) of the Airport Airway Improvement Act of 1982, as amended (herein called the "Act"), authorizes the Secretary to require certification from Sponsors that they will comply with statutory and administrative requirements. The following list of certified items include major requirements for this aspect of project implementation. However, the list is not comprehensive nor does it relieve Sponsors from fully complying with all applicable statutory and administrative standards. Every certified item must be marked. Each certified item with a "no" response must be fully explained in an attachment to this certification. If the item is not applicable to this project, mark the item "N/A." General procurement standards for consultant's services within Federal Grant programs are described in 49 CFR 18.36. Sponsors may use other qualifications based procedures provided they are equivalent to specific standards in 49 CFR 18 and Advisory Circular 150/5100-14C.

1. Advertisements (were) (will be) placed to ensure fair and open competition from a wide area of interest.

Yes___ No___ N/A___

2. For contracts over \$25,000, consultants (were) (will be) selected using competitive procedures based on qualifications, experience, and disadvantaged business enterprise requirements with the fee determined through negotiation.

Yes___ No___ N/A___

3. An independent cost analysis (was) (will be) performed, and a record of negotiations (has been) (will be) prepared reflecting the considerations involved in the establishment of fees.

Yes___ No___ N/A___

4. If engineering or other services are to be performed by Sponsor force account personnel, prior approval (was) (will be) obtained from the FAA.

Yes___ No___ N/A___

5. The consultant services contracts clearly (establish) (will establish) the scope of the work and delineate the division of responsibilities between all parties engaged in carrying out elements of the project
Yes___ No___ N/A___
6. Costs associated with work ineligible for federal AIP funding (are) (will be) clearly identified and separated from eligible items
Yes___ No___ N/A___
7. All mandatory contract provisions for grant assisted contracts (have been) (will be) included in all consultant services contracts
Yes___ No___ N/A___
8. If the contract is awarded without completion, pre-award review and approval (was) (will be) obtained.
Yes___ No___ N/A___
9. Cost-plus-percentage-of-cost methods of contracting prohibited under Federal standard (were not) (will not be) used
Yes___ No___ N/A___
10. If services being procured cover more than the single grant project referenced in this certification, the scope of work (was) (will be) specifically described in the advertisement, and future work will not be initiated beyond three years.
Yes___ No___ N/A___

I certify that, for the project identified herein, the responsibility to the foregoing items is correct as marked and that the attachments, if any, are complete and correct.

Signed _____

Date _____

Sponsor's Authorized Representative

Typed Name and Title of Sponsor's Representative

Appendix B Example 1

		EVALUATOR CAPABILITY	EXPERIENCE	REPUTATION	ABILITY TO MEET SCHEDULE	REFERENCES	
CRITERIA WEIGHT		20%	20%	20%	20%	20%	TOTALS
FIRM NAME							
ABC ENGINEERING	A	12	15	10	16	18	
	B	15	14	12	18	18	
	C	17	16	14	18	18	
	AVERAGE	14.67	15.00	12.00	17.33	18.00	77.00
NORTHWEST MOUNTAIN CONSULTING	A	11	12	14	12	16	
	B	17	18	18	16	17	
	C	20	19	18	18	15	
	AVERAGE	16.00	16.33	16.67	15.33	16.00	80.33
AIRPORT ENGINEERING UNLIMITED	A	18	18	20	20	20	
	B	17	20	18	20	20	
	C	15	18	20	18	20	
	AVERAGE	16.67	18.67	19.33	18.67	20	88.33
BEST ENGINEERS	A	19	18	20	20	20	
	B	20	20	18	20	20	
	C	19	18	20	18	20	
	AVERAGE	19.33	18.67	19.33	19.33	20	96.66

APPENDIX B
Example 2
CONSULTANT PROPOSAL AND INTERVIEW EVALUATION FORM

POTENTIAL PROJECT: _____

FIRM: _____ FIRM LOCATION: _____ DATE OF REVIEW: _____

Rating Scale: 1 = Poor, 2 = Fair, 3 = Average, 4 = Good, 5 = Superior

	Notes	Rating	Weight	Total
Firm's Related Work Experience			3	
Personnel Qualifications			3	
Knowledge and Understanding of Project			3	
Previous Experience of Project and/or Work with WYDOT Aeronautics Division			1	
Computer Equipment Hardware, Software and Experience			2	
New or Creative Ideas for Project			3	

Appendix C Example 1

EXAMPLE REQUEST FOR QUALIFICATIONS ANYWHERE AIRPORT, ANYWHERE, USA

The Anywhere Airport Board is soliciting statements of qualifications and experience from consultants interested in conducting a feasibility study. The intent of the study is to determine if the Anywhere, USA Airport should remain at the present location for the foreseeable future or develop an airport at an alternative location. The decision will be based upon an evaluation of present and projected economic activity in the airport service area as it impacts the ability of the airport to accommodate demand. Included in the study will be the costs associated with possible expansion and needed improvements at the current airport and costs associated with relocation of the airport to an alternative site. Development of an Airport Layout Plan acceptable to the FAA will be necessary for the new airport scenario.

Consulting firms interested in submitting proposals should submit TEN COPIES OF QUALIFICATIONS AND EXPERINCE no later than 2:00 PM, May 1, 2005, to:

ANYWHERE AIRPORT MANAGER
ANYWHERE AIRPORT
ANYWHERE, USA

For additional information, contact Orville Wright- Airport manager (900) 123-1234 FAX (900) 123-2345.

Anywhere Airport is located in the Northeast corner of Anywhere, USA. Anywhere serves as the regional shopping center for the Anywhere County and the surrounding area. The anywhere area is rich in natural resources and tourist attractions and is expected to experience rapid economic growth.

The current airport is a general aviation airport with one fixed base operator and serves an increasing number of general aviation aircraft and is also experiencing increasing charter and air taxi service.

The airport runway is 5,400 ft. long and 75 ft. wide. The airport has approximately 2,490 enplanements and 10,000 operations annually.

Selection procedures will be in accordance with FAA advisory circular 150/100-14C, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects and WYDOT policy and procedure for selection of professional services.

Based on the response from the “Request for Qualifications”, the selection Board will produce a “short list” of consulting firms who will be invited for oral presentations before the selection board. Selection will be based on submissions received, as well as personal interviews with top rated firms. Prospective firms must not include estimated fees in the submission. A schedule of fees and billing procedures will be negotiated with the highest rated firm.

Firms will be evaluated on the following criteria:

1. Capability and experience in performing economic studies and projections.
2. Capability and experience in preparing Airport Layout Plans.
3. Background and capabilities in dealing with the various local, state, and federal agencies that may be involved in the study.
4. Reputation of firm and key people to be utilized in the project.
5. Interest shown and availability of key people to perform the needed tasks.
6. Quality of work and recommendations of clients on previous projects.
7. Ability to meet project schedule.

Please limit statements of qualifications and experience to a minimum of 20 pages including promotional material. All submissions shall become the property of the Anywhere Airport Board.

This project will be conducted in conformance with the provisions of the Airport and Airways Improvement Act of 1982, as amended. It is anticipated that notice to proceed will be issued in July dependent on the availability of funds as well as FAA and WYDOT approval.

The contract for services is subject to provisions of Executive order 11246 (Affirmative Action to Ensure Equal Employment Opportunity) and to the Department of Transportation Regulations 49 CFR 26 (Disadvantaged Business Enterprise).

Appendix C

Example 2

The Pumpkin Butte Airport Board (a Wyoming Joint Powers Board governed by the Town of Pumpkin Butte, Wyoming) is soliciting qualifications and experience information for use in the selection of a Principal Consultant to provide Engineering Services at Gourd Field, Pumpkin Butte's airport.

Projects may include (not listed in any order):

- Runway 13/31 Overlay
- Expand runway 12/24
- Rehabilitate/Reconstruct commercial service aircraft ramp
- Rehabilitation/Reconstruction taxiway connectors A-4, A-5, and A-6
- Construct a taxiway connector A-7
- Expand parallel taxiway "A" safety area
- Construct airport perimeter service road
- Construct a tracherator to empty aircraft lavatory tanks (Non Federal Funding eligible)
- Design and plan airport administration's office facilities (Non Federal Funding eligible)
- Rehabilitate and relocate glycol recovery pond
- Acquire snow removal equipment (SRE) carrier vehicle with snow plow/blower
- Construct G/A taxiway (connectors)
- Construct G/A ramp/aircraft parking area
- Install lighting for G/A facility
- Convert G/A hanger to a commercials service terminal

A complete copy of the Request of Statements of Qualifications and Experience may be obtained from Mr. Bill Cucurbits, Airport Board President, 803 Squash Hollow, Pumpkin Butte, Wyoming, 82631; or by calling 307-555-2793.

Disadvantaged Business Enterprise firms are encouraged to apply. All proposals received will be evaluated based on selection criteria contained in FAA Advisory Circular 150/5100-14C, and will consider the following order of importance.

1. Capability to perform the project.
2. Recent experience in similar projects.
3. Reputation and three references.
4. Qualifications of key personnel.
5. Current workload.
6. Ability to meet schedules.
7. Ability to work within budgets.
8. Qualification of sub-consultants.
9. Quality of past projects.

10. Familiarities and understanding of the project.
11. Interest shown.

Fees for individual projects will be negotiated as funding is obtained.

Statements of Qualifications and Experience shall be limited to a maximum of 25 pages, inclusive of all pre-printed or other promotional material. Interested consultants will be asked to submit one (1) original and nine (9) complete copies of the Statements of Qualifications and Experience by 5:00 PM Local Time on May 31st, 2005, to the above address.

Appendix D

Contractor Contractual Requirements

1.) Direct Salary Costs

<i>Title</i>	<i>Hours</i>	<i>Rate/ Hour</i>	<i>Cost (\$)</i>
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Principal Project manager
Design Engineer
Draftsman
Technician
Others as appropriate

Total Direct Salary Costs \$ _____

2. Labor and General & Administrative Overhead*

Percentage of Direct Salary Costs _____% \$ _____

3. Direct Non-salary Expenses

Transportation _____
Per Diem _____
Printing _____
Testing _____
Consultants _____
Others _____

Total Direct Non-salary Expenses \$ _____

4. Subtotal of Items 1, 2, and 3 \$ _____

5. Fixed Pavement _____% of item 4 \$ _____

6. Subcontract Costs \$ _____

Total Cost
Items 4, 5, plus 6 \$ _____

*For item 2, the consultant should submit a statement of auditable overhead expenses, certified by the consultant's auditor, the Sponsor's auditor, the state's auditor, or a Federal government auditor.

Figure 1. Estimate Cost for Consultants Services (Design Phase)

1. Direct Salary Costs

<i>Title</i>	<i>Hours</i>	<i>Rate/ Hour</i>	<i>Cost (\$)</i>
Principle			
Resident Engineer			
Inspector			
Surveyors			
Technicians			
Others as appropriate			
Total Direct Salary Costs			\$_____

2. Labor and General & Administrative Overhead*

Percentage of Direct Salary Costs_____%

3. Out-of-pocket expenses

a. Transportation

Commercial_____ Private Vehicle_____ miles @ \$_____/mile \$_____

b. Per Diem

\$_____/day @ \$_____ days \$_____

c. Materials and Supplies

\$_____

d. Other

\$_____

Total Expenses

\$_____

4. Subtotal of Items 1, 2, and 3

\$_____

5. Fixed Payment_____% of item 4

\$_____

6. Subcontract costs (include testing by independent lab)

\$_____

7. Total Cost

Items 4, 5, plus 6

\$_____

*For item 2, the consultant should submit a statement of auditable overhead expenses, certified by the consultant auditor, the Sponsor's auditor, or a Federal government auditor.

Figure 2. Estimated Cost for Consultant Service (Construction Phase)

1. Direct Salary Costs

<i>Title</i>	<i>Hours</i>	<i>Rate/ Hour</i>	<i>Cost (\$)</i>
Principle Resident Engineer			
Inspector			
Surveyors			
Technicians			
Others as appropriate			
Total Direct Salary Costs			\$_____

2. Labor and General & Administrative Overhead*

Percentage of Direct Salary Costs_____%

3. Out-of-pocket expenses

a. Transportation

Commercial_____ Private Vehicle_____ miles @ \$_____/mile \$_____

b. Per Diem

\$_____/day @ \$_____ days \$_____

c. Materials and Supplies

\$_____

d. Other

\$_____

Total Expenses

\$_____

4. Subtotal of Items 1, 2, and 3

\$_____

5. Fixed Payment_____ % of item 4

\$_____

6. Subcontract costs (include testing by independent lab)

\$_____

7. Total Cost

Items 4, 5, plus 6

\$_____

*For item 2, the consultant should submit a statement of auditable overhead expenses, certified by the consultant auditor, the Sponsor's auditor, or a Federal government auditor.

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
AIRPORT IMPROVEMENT PROGRAM

**DATA SHEET TO SUPPORT ENGINEERING
SERVICES CONTRACTS**

The following information is needed for the Federal Aviation Administration (FAA) to complete its review of the proposed agreement.

A. Preliminary and Design Phase

1. **Design Testing** - Attach a cost estimate for the proposed soils/nondestructive testing with detail similar to Attachment 1.

Total Cost _____

2. **Special Requirements** (if needed)

- a. Cost for Preparation/update of ALP _____

Estimated Hours _____

- b. Cost for Preparation/update of Exhibit "A" _____

Estimated Hours _____

- c. Cost for Preparation/update of MBE Plan _____

Estimated Hours _____

3. **Design Surveys**

Field Work

Total Cost _____

Estimated Hours Two-person crew _____

Estimated Hours Three-person crew _____

Cost/Hour _____

Note Reduction

Total Cost

4. **Plans and Specifications Development**

Total Fee (including expenses)

Estimated Total Effort in Manhours

TOTAL Preliminary and Design Phase

B. Bidding, Negotiation, and Construction Phase:

1. **Basic Services**

Total Cost _____

Estimated hours _____

2. **Resident Inspection** - Attach a cost estimate for the proposed resident inspection.

Proposed Construction Contract Duration _____ days

Total Cost _____

3. **Testing-Construction Acceptance** (If applicable_ - Attach a cost estimate for the proposed testing with detail similar to Attachment 2.

Total Cost _____

4. **Construction Surveys** (If Applicable)

Total Cost _____

Estimated Hours Two-person crew _____

Estimated Hours Three-person crew _____

Cost/Hour _____

TOTAL Bidding, Negotiation, and Construction Phase _____

Design Testing:

Test	Unit	Request Unit Price	Quantity Request
	LF		
Borings	EA	_____	_____
Sieve Analysis	EA	_____	_____
Atterberg Limits	EA	_____	_____
CBR	EA	_____	_____
Plate Bearing	EA	_____	_____
Unified classification	EA	_____	_____
Consolidation	EA	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
	LS		
Mobilization Allowance		_____	_____
TOTAL COST			_____

Testing - Construction Acceptance Testing:

Test	Unit	Request Unit Price	Quantity Request
Sieve Analysis	EA	_____	_____
Proctor (Mod. Or Std.)	EA	_____	_____
In Place Density	EA	_____	_____
Asphalt Cores	EA	_____	_____
Concrete Cores	EA	_____	_____
Asphalt Plant Inspection	EA	_____	_____
Thickness	EA	_____	_____
Nuclear Densometer	EA	_____	_____
Asphalt Content %	EA	_____	_____
Field Marshals	EA	_____	_____
Conc. Cores/Beams	EA	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Mobilization Allowance	LS	_____	_____
TOTAL COST		_____	_____

Appendix E

Detailed Cost Analysis

Job Title: _____

Estimated Construction Costs (ECC): \$_____

Item	Sponsor's Independent Estimate	Consultant Fee Proposal	Negotiation Diff	Objective
Estimated Construction Duration				
Working Days	_____	_____	_____	_____
WAGES AND OVERHEAD				
Overhead Percent	_____	_____	_____	_____
Profit Percent	_____	_____	_____	_____
Principal \$/hr	_____	_____	_____	_____
Project Mgr. \$/hr	_____	_____	_____	_____
Civil Engr. \$/hr	_____	_____	_____	_____
Elec Engr. \$/hr	_____	_____	_____	_____
Draftsman \$/hr	_____	_____	_____	_____
Typing\$/hr	_____	_____	_____	_____
Resident Engr. \$/hr	_____	_____	_____	_____
Inspector \$/hr	_____	_____	_____	_____
Proj. Engr \$/hr	_____	_____	_____	_____
Surveyor \$/hr (2-man crew)	_____	_____	_____	_____
WORK HOURS				
Principle	_____	_____	_____	_____
Project Mgr.	_____	_____	_____	_____
Civil Engr.	_____	_____	_____	_____
Elec. Engr.	_____	_____	_____	_____
Draftsman	_____	_____	_____	_____
Typing	_____	_____	_____	_____
Resident Engr.	_____	_____	_____	_____
Inspector	_____	_____	_____	_____
Proj. Engr.	_____	_____	_____	_____
Surveyor	_____	_____	_____	_____
GEOTECH	\$ _____	_____	_____	_____
TRAVEL	\$ _____	_____	_____	_____
PRINTING	\$ _____	_____	_____	_____
Total Fee	\$ _____	_____	_____	_____
As % of ECC	\$ _____	_____	_____	_____

Appendix F

Example of Agreement Between Sponsor and Engineer For Professional Services

Park Johnson Contract No. _____
FAA AIP No. ____ - ____ - ____ - ____
State Project No. _____

MASTER AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES AT PUMPKIN BUTTE AIRPORT BETWEEN SPONSOR AND ENGINEER

THIS IS AN AGREEMENT made as of _____, 20____ between the Sponsor, the Pumpkin Butte Airport Board, and the ENGINEER, Park Johnson, Inc., 1002 East 19th Street, Cheyenne, Wyoming 82001.

WHEREAS the SPONSOR intends to perform several Airport Improvement Projects at the Pumpkin Butte Airport, hereinafter referred to as the "Five Year Capital Improvement Program", including, but not limited to the following:

1. Runway/Taxiway Extension.
2. Strengthen Surfaces from 12,500 lbs to 30,000 lbs.
3. Construct Snow Removal Equipment Building.
4. Acquire Snow Removal Equipment.
5. Apron Expansion Phase 1.
6. Extent Taxiway A.
7. Apron Expansion Phase 2.
8. Land Acquisition.
9. Rehabilitate E-W Taxiway, Phase 2.
10. Widen/Strengthen Runway for C-II.
11. Build Taxiway to Serve Industrial Area.
12. Other Engineering as needed.

This agreement sets forth the general terms and conditions which shall govern the relationships and performance of SPONSOR and ENGINEER for work designated for each project and documented by a Task Order. A Task Order will be prepared and executed by both parties for each project and will set forth specific project requirements, services of the ENGINEER, SPONSOR's responsibilities, times for rendering services, deliverables to be provided, basis of compensation, and other appropriate contract terms related to the specific project.

The SPONSOR and ENGINEER in consideration of their mutual covenants herein agree in respect to the performance of professional engineering services by ENGINEER and payment for those services by SPONSOR as set forth in issued Task Orders.

The ENGINEER shall provide professional engineering services for SPONSOR in all phases of the project to which this agreement applies, serve as SPONSOR's professional engineering representative for each project as set forth in the Task Orders

and shall give professional engineering consultation and advice to OWNER during the performance of services hereunder.

This agreement (consisting of pages 1 to ____, inclusive), together with any specifically noted attachments, if any, constitute the entire Agreement between SPONSOR and ENGINEER and supercede all prior written or oral understandings. This agreement may only be amended, supplemented, or modified by written instrument signed by both SPONSOR and ENGINEER.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

SPONSOR:

ENGINEER:

Name

Name

Signature

Signature

William A. Cucurbits

Elmer Bergquist

President
Title

Vice-President, Park Johnson, Inc.
Title

Attest

Attest

SPONSOR – ENGINEER AGREEMENT INDEX

SIGNATURE PAGE

INDEX

MASTER FORM OF AGREEMENT

Section 1	ENGINEER'S RESPONSIBILITIES
Section 2	SCOPE OF SERVICES
	2.01 Basic Services
	2.02 Additional Services
Section 3	SPONSOR'S RESPONSIBILITIES
Section 4	TIME OF PERFORMANCE
Section 5	PAYMENT TO ENGINEER
Section 6	GENERAL PROVISIONS
	6.01 Standards of Performance
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	6.04 ADA Compliance
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	6.07 Reuse of Construction Documents
	6.08 Reuse of Planning Documents
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	6.10 Contingency Funds
	6.11 Dispute Resolution
	6.12 Access to records
	6.13 Subcontracts
	6.14 Affirmative Action Plan
	6.15 Successors and Assigns
	6.16 Compliance with Laws
	6.17 Jobsite Safety
	6.18 Allocation of Risks – Indemnification
	6.19 Statutes of Limitations
	6.20 Insurance
	6.21 Controlling Law
	6.22 Notices
	6.23 Survival
	6.24 Severability
	6.25 Waiver
Attachments:	1. Exhibit A – Task Order Format
	2. Exhibit B – Duties, Responsibilities and Limitation of Authority of Resident Project Representative
	3. Exhibit C – Notice of Acceptability of Work

Appendix G

U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM

DBE REQUIRED STATEMENTS – 49 CFR PART 26 (11/19/01)

Policy: It is the policy of the Department of Transportation (DOT) that Disadvantaged Business Enterprises (DBE's) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this agreement.

DBE Obligation: 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 DOT-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 recipient deems appropriate.

Prompt Payment: The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than **(specify number of days as defined in recipient's DBE plan)** days from the receipt of each payment the prime contractor receives from the recipient. The prime contractor agrees further to return retainage payments to each subcontractor within **(specify number of days as defined in recipient's DBE plan)** 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 recipient. This clause applies to both DBE and non-DBE subcontractor.

(Note: The above prompt payment statement is sample language. If different than above, recipients should use the clause as provided in their DBE Plan in accordance with 49 CFR Part 26.29)

Contract Goals: ***(Note the following statements should only be used if the recipient does not expect to meet the overall goal through race-neutral means AND the contract has subcontracting possibilities):***

The bidder shall subcontract _____ percent of the dollar value of the total amount of a DOT-assisted contract ***(or of the Federal share of a DOT-assisted contract as defined in recipient's DBE plan)*** to qualified DBE subcontractors.

At **(state the time as identified in the recipient's DBE plan)** the bidder shall submit:

1. The names, addresses of DBE firms that will participate in the contract;
2. A description of work that each DBE will perform;
3. The dollar amount of the participation of each DBE firm;
4. Written and signed document of commitment to use the DBE subcontractor whose participation it submits to meet a contract goal;
5. Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment.
 1. If the bidder fails to meet the contract goal, evidence of good faith efforts, as described below shall be submitted.

A bidder who fails to meet these requirements and who cannot show good faith effort will be considered non-responsive **(or non-responsible as defined in the recipient's DBE Plan)**.

Good Faith Effort. *(Note: This clause is only required if contract goals are used).* The following actions, by the bidder, are generally considered a sign of good faith effort. This list is not exclusive or exhaustive, but should be used as a guide in determining good faith effort.

- Attendance at pre-bid meetings scheduled to inform DBE's of the project.
- Advertisement in general circulation, trade association and minority focus media concerning subcontracting opportunities.
- Written notice to DBE's allowing sufficient time for reply.
- Follow up of initial solicitation.
- Selection of portions of the work likely to be performed by DBE's.
- Provide interested DBE's adequate information for bidding.
- Negotiation with interested DBE's.
- Assist interested DBE's with bonding, insurance or credit.
- Use of minority contractors' groups and minority business assistance offices.

Bidders List: *(Note: 49 CFR Part 26 requires recipients to create a bidders list containing information about all DBE and non-DBE firms that bid or quote on DOT-assisted contracts. The regulation does not mandate a*

particular method for developing the list. Use of a contract clause is one such method. If the recipient's DBE Plan provides for the contract clause method, the following clause – or one developed locally – may be used to include in each DOT-assisted contract. Recipients that choose to use another method would not include such a clause in their DOT-assisted contracts.) The bidder shall submit the name, address, DBE status, age, and gross receipts of all firms bidding or quoting subcontracts on DOT-assisted projects. The attached form may be used to report this information.

Note: The decision on when to require bidders list information from contractors and the impact on contractors who do not submit the information is made by the recipient.

DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION: The undersigned has satisfied the requirements of the specifications in the following manner (please check the appropriate space):

The bidder is committed to a minimum of ____ % DBE utilization on this project.

The bidder (if unable to meet the goal of ____% DBE) is committed to a minimum of ____% DBE utilization on this project and has submitted documentation showing good faith effort.

Contractor _____

By _____ (Signature) _____ (Title)

Address _____

City _____ State _____

Telephone _____ Zip Code _____

Appendix H

SAMPLE RECORD OF NEGOTIATION

1. On April 1, 2005, the Anywhere Airport Board requested statements of qualifications and experience from consultant firms for conducting a feasibility study. Responses were received up to 2:00 PM, May 1, for consideration by the selection board.
2. On May 15, 2005, the selection board met to review qualifications and expertise of firms. Advertisements were placed in newspapers and trade journals. The selection board chose the four most qualified firms for the "short list" to be contacted for additional information and interviews.
3. The selection board interviewed the four firms on May 21, 2005.
4. On June 1, 2005, the consultant selection board met to examine qualifications and proposals submitted by candidates on the "short list" and rate the candidates according to the matrix. The consulting firm of Best Engineers was rated highest among the four firms submitting proposals.
5. ABC Engineering was retained by the airport board to prepare the independent estimate.
6. On May 24, 2005, the airport board met with Best Engineers, the FAA, WYDOT, and ABC Engineering to review the project scope and the format for fee breakdown.
7. The independent estimate was delivered to the airport on May 27, 2005.
8. Best Engineers submitted their fee proposal on May 28, 2005.
9. On May 29, 2005 the chairman of the airport board called Best Engineers to discuss their fee proposal. The proposed fee for socioeconomic analysis, surveying and aerial photography appeared to be out of line with the independent estimate. Best Engineers agreed to revise their fee proposal and resubmit. The final fee proposal was received on May 30, 2005. The airport board accepted the proposed fee on June 1, 2005 and the contract was signed.