

**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF TRANSPORTATION**



**REQUEST FOR QUALIFICATIONS**

**Solicitation No. DCKA-2015-Q-0078**

**Consulting Services for the H Street, N.E.  
Bridge Design-Build Project**

<b>Request for Qualifications</b>	<b>Document No:</b> DCKA-2015-Q-0078	<b>Caption:</b> Consulting Services for the H Street, N.E. Bridge Design-Build Project	Page 2 of 61
-----------------------------------	---	--	--------------

**SECTION B: CONTRACT ACTION TYPE, SERVICES AND DURATION**

**B.1** Through this Request for Qualifications (“RFQ”), issued pursuant to 27 DCMR § 1615, the Government of the District of Columbia (“District”), Department of Transportation (“DDOT”) is seeking Statements of Qualifications (“SOQs”) from consultants which are capable of supporting DDOT’s Project for reconstruction of the H Street NE Bridge from North Capitol Street to 3rd Street NE, Washington, D.C. The District contemplates awarding a single contract for consulting services to assist DDOT in preparing the design criteria package and solicitation documents to be used for solicitation of qualifications and proposals for the Design-Build Contract for bridge design and reconstruction of the H Street NE Bridge, and to assist DDOT in evaluating both the qualifications and the technical proposals of the offerors competing for the contract.

Pursuant to this RFQ, based on selection criteria established in Section M.3, the District will evaluate submitted SOQs and select at least three respondent firms which it will place on a short list of respondents to receive the competitive RFP for the Design-Build (DB) Consulting Package Contract. The District intends to evaluate the proposals of short-listed firms responding to the RFP and award the Design-Build Consulting Package Contract to the responsive, responsible offeror submitting the proposal determined to be most advantageous to the District, price and other factors considered.

**B.2** The District contemplates that the duration of this DB Package consulting project will include a one-year base period and three one-year option periods exercisable at the District’s discretion. The consultant will be required to submit a detailed project schedule for the DB Contract RFQ and RFP process two weeks after the project kick-off meeting. The DB Package Contract is to be a Firm Fixed Price contract. The ceiling amount of the DB Package Contract portion of this project is \$9,000,000.00.

**B.3** The successful offeror pursuant to the RFP for preparation of the Design-Build Consulting Package will not be permitted to compete for the ultimate design-build contract for the design and construction of the H Street, N.E. Bridge Project or to participate on a prospective contractor’s team. See Section L.24.

**B.4** For this Project, DDOT receives federal financial assistance from the Federal Highway Administration, U.S. Department of Transportation (US DOT) which makes the Project, including the Design-Build Consulting Package phase, subject to US DOT conditions and requirements.

<b>Request for Qualifications</b>	<b>Document No:</b> DCKA-2015-Q-0078	<b>Caption:</b> Consulting Services for the H Street, N.E. Bridge Design-Build Project	Page 3 of 61
-----------------------------------	---	--	--------------

**SECTION C: SPECIFICATIONS/WORK STATEMENT**

The District contemplates that, pursuant to the Design-Build Consulting Package Contract, the successful offeror (consultant) will develop a 30% design criteria package in the form of Type, Size, and Location (“TS&L”) not-for-construction documentation (the DB Package) and use this DB Consulting Package to assist DDOT in preparing solicitation documents for development of an RFQ and RFP for the ultimate Design-Build contract. Also, the successful offeror will assist DDOT in evaluating proposals from and qualifications of offerors under the following Design-Build solicitation for the H Street, N.E. Bridge Project.

The design-build requirements are included in this RFQ in order to provide to offerors for the Design-Build Consulting Package Contract the outline of technical and other requirements for the DB phase of the work necessary for the preparation of realistic proposals. The RFP for the Design-Build Consulting Contract may contain expanded and/or updated technical requirements and federal or District standard provisions.

In addition to the Project technical requirements, federal and District general and special requirements will be applicable to the DB Contract. These are as indicated in the following parts of this RFQ: In Section C.3 of the RFQ are applicable District and industry technical standards and specifications. In Section C.6 are applicable federal and District regulatory requirements and other applicable general guidance. In the Section J Attachments to the RFQ are examples of some of the most important applicable standard contract provisions and required contractor certifications.

**C.1 BACKGROUND**

This Project includes the development of a 30% design criteria package in the form of Type, Size, and Location (TS&L) not-for-construction documentation, and preparation of Request for Qualifications (RFQ) and Request for Proposals (RFPs) for design-build consulting packages for the reconstruction of the H Street Bridge NE, from North Capitol Street to 3rd Street N.E. The selection of a consultant which will produce the DB Package will be conducted as a two-step process – by this RFQ, in the first step, the District will select a short list of qualified offerors for the DB Package consultant RFP – the RFP for DB Package consultant proposals, including price, is the second step. It is anticipated that the selection of the Design-Build Consulting Contractor will also be conducted as a two-step process. An RFQ, including the design criteria package prepared by the Design-Build Consulting Package consultant, will be the first step to select a short list for potential Design-Build Contractors. The second step will be an RFP for Design-Build Contractor proposals, including price.

The H Street Bridge spans over the Amtrak corridor near Union Station in the downtown area of the District of Columbia. The bridge carries three lanes of H Street traffic in each direction over 1<sup>st</sup> Street and 2<sup>nd</sup> Street NE and over the Union Station rail yard (which includes both Amtrak and WMATA tracks). DDOT is proposing to reconstruct the existing bridge. Following an RFQ process, the final selection of the design-build contractor for the reconstruction will be through the second step, an RFP, which may include the use of a Visual Quality Concepts (“VCQ”) submission and evaluation process, and an Alternative Technical Concepts (“ATC”) submission and evaluation process.

<b>Request for Qualifications</b>	<b>Document No:</b> DCKA-2015-Q-0078	<b>Caption:</b> Consulting Services for the H Street, N.E. Bridge Design-Build Project	Page 4 of 61
-----------------------------------	---	--	--------------

Several different stakeholders are currently planning numerous significant projects, as noted below, in the immediate vicinity of the H Street Bridge Project. These adjacent projects may influence the design of the reconstruction of the H Street Bridge and its future maintenance and repair.

1. The Union Station Redevelopment Corporation (USRC) is overseeing the Master Plan for the entire Union Station complex. The Master Plan includes several projects that are currently under way and that may affect the design of the H Street Bridge. The Master Plan is in concept draft and to date contains no final determinations.
2. Amtrak is planning and is proposing extensive reconstruction of the rail yard at Union Station, including the area below and north and south of the bridge
3. WMATA is studying improvements to the Metro Station at Union Station. To date no final determinations have been made on the WMATA study.
4. Akridge (private developer): The Burnham Place Union Station Air Rights development will construct a platform, multi-use buildings, and a street network over the rail yard on both sides of the H Street Bridge, including new intersections with H Street on the bridge.
5. Louis Dreyfus Property Group (private developer): The Station Place Project, which includes a multi-use building, on the vacant site at 3<sup>rd</sup> Street NE and H Street NE.
6. DDOT is implementing a streetcar system on H Street NE including on the bridge. All alternative designs for the bridge reconstruction must accommodate the planned streetcar traffic.

Offerors pursuant to this RFQ must describe their team experience and qualifications in the following required areas of the work scope, as elaborated at RFQ Section L.2:

1. Preparing Design-Build Project Delivery RFP and Contract Packages;
2. Project Management for Design-Build Transportation Procurements and Projects;
3. Preparation of Visual Quality Concepts (“VQC”) submission and evaluation process, and an Alternate Technical Concepts (“ATC”) submission and evaluation process
4. Surveying for Urban Transportation Projects;
5. Geotechnical Engineering;
6. Structural Design of Bridge Structures;
7. Civil Engineering Design;
8. Stakeholder Coordination, specifically with D.C. Advisory Neighborhood Commissions, Amtrak, WMATA, and Private Developers;
9. Utility Coordination;
10. Presenting and speaking at Public Meetings;

<b>Request for Qualifications</b>	<b>Document No:</b> DCKA-2015-Q-0078	<b>Caption:</b> Consulting Services for the H Street, N.E. Bridge Design-Build Project	Page 5 of 61
-----------------------------------	---	--	--------------

11. Project Risk Assessments;
12. Assistance in Preparation of Design-Build Contracts;
13. Evaluation and Use of Environmental Studies in Project Planning; and
14. Opportunities for Cost Reduction or Price-Neutral Quality Enhancements (so-called “Value Engineering” or “VE”) (VE studies must be conducted by an independent team).

Only offerors that meet the experience Minimum Requirement of consulting services for RFP Development for a Design Build transportation project with at-least a construction value of \$100 million or more that have reached completion or substantial completion within the last ten (10) years will be considered as qualified for selection pursuant to this solicitation. See Section L.2.1.1.3.F and M.3.4.1.

## **C.2 SCOPE OF SERVICES**

Prospective offerors under this RFQ must establish, in Qualifications Statements pursuant to section L, their capabilities for fully performing all of the requirements of this section C.2. By the DB Package RFP, the District will solicit and select the contractor (hereafter also Consultant) which will develop the Design-Build Package and provide assistance to DDOT in evaluating both the Design-Build Contractor bidder qualifications and the proposals for the work under the DB solicitation. The DB Package Consultant will be responsible for obtaining all necessary information for performance of the Contract unless it is provided in this Section C.2 that DDOT will provide specific, named information items (*e.g.*, Section C.2.12).

The DDOT estimate of the cost of the Design-Build Contract is \$200 Million to \$220 Million. DDOT currently estimates that the DB Contract work will start early 2018 and be completed by late 2020 (an estimated duration of two to three years).

The selected Consultant shall provide the following services in performance of the DB Package Contract:

### **C.2.1 Qualifications and Proposals Process Management**

1. Assist DDOT with evaluating the technical aspects of qualifications of offerors and their proposals for the design-build contract.
2. Provide DDOT with written reviews and assessments of qualifications and proposals for the design-build contract. The Consultant shall identify, assess and document performance risks that may arise during the Project. The Consultant shall provide suggested revisions to mitigate such risks.
3. Assist DDOT with evaluating the contractual and technical elements of the proposals for design-build projects, without providing legal advice or services.
4. Issue addenda.
5. Conduct project coordination meetings.
6. Maintain a project SharePoint site.
7. Maintain a project website.

<b>Request for Qualifications</b>	<b>Document No:</b> DCKA-2015-Q-0078	<b>Caption:</b> Consulting Services for the H Street, N.E. Bridge Design-Build Project	Page 6 of 61
-----------------------------------	---	--	--------------

### **C.2.2 Project Management of DB Package Contract Process**

1. ***Progress Reports***

Prepare monthly progress reports.

2. ***Meetings***

Prepare and plan project management meetings.

Chartering Meeting: Conduct a kick-off and chartering meeting to review critical success factors for the project.

Participate in at least bi-weekly progress meetings with DDOT. Record and distribute the meeting minutes.

3. ***Project SharePoint Site***

Create a project SharePoint site that will be maintained and will be available to the public for the published data, and that has a portal for DDOT, other government agencies, and Project consultants. This site will be used to deposit and share documents of both a public and non-public nature.

4. ***Project Work Plan and Instructions***

Prepare project instructions that include project management requirements specifically tailored to the project.

5. ***Quality Management Plan***

Prepare a project specific Quality Management Plan that will describe appropriate QA/QC procedures to be followed for the Project.

### **C.2.3 Survey**

1. ***General***

Conduct surveys that could reasonably be anticipated to be needed based on evaluation of the existing surveys and provide aerial photogrammetric mapping along with supplemental data collector field surveys to develop topographic mapping for the design of the project. In addition to the mapping, Consultant must establish controls for horizontal and vertical locations of selected features of the project. Must conduct aerial mapping will be supplemented with field data collector surveys to include: all surface indications of utilities not shown on the aerial mapping, storm drainage inverts, storm drainage man-holes inverts, sidewalk and wall surfaces critical to the design within the project area.

2. ***Research Right of Way and Survey Control***

- a. Research the District of Columbia land records to obtain existing right of way and Property Boundaries information; and
- b. Prepare a right of way mosaic from the plats and survey data obtained from land records.

<b>Request for Qualifications</b>	<b>Document No:</b> DCKA-2015-Q-0078	<b>Caption:</b> Consulting Services for the H Street, N.E. Bridge Design-Build Project	Page 7 of 61
-----------------------------------	---	--	--------------

3. ***Horizontal Control Survey***

Research, recover, and confirm existing available horizontal and vertical control.

4. ***Vertical Control***

Utilize the North American Vertical Datum of 1988 (NAVD 88) with current adjustment. Provide research and recover of vertical control.

5. ***Aerial Mapping***

Provide aerial mapping work under the direction of a Professional Land Surveyor licensed in the District of Columbia. All documents submitted shall bear the Surveyor's District of Columbia seal, signature, and a certificate that all work was done under the Surveyor's supervision and that all information contained in the document is true and is accurately shown.

Show research, recover, and confirm of the existing horizontal and vertical control networks found on or near the site and provide a report which includes definition of the Monumentation used as a basis of the survey. The surveyor shall confirm horizontal and vertical coordinate system and datums.

6. ***Survey Accuracy – Standards and Controls***

a. Control

Provide horizontal control work in compliance with Second Order Class 2 (1:20,000) or better, as outlined in the FGDC Geospatial Positioning Accuracy Standards, Part 4: Standards for Architecture, Engineering, Construction (A/E/C), and Facility Management. If GPS is used, the relative horizontal accuracy shall conform to the FGDC Geospatial Positioning Accuracy Standards, Part 2: National Standard for Spatial Data Accuracy.

Vertical Control work shall be Second Order Class II ( $0.035\sqrt{m}$ ) or better, as outlined in the FGDC Geospatial Positioning Accuracy Standards, Part 4: Standards for Architecture, Engineering, Construction (A/E/C) and Facility Management.

Report all coordinates of all points X, Y & Z to the nearest 0.01 foot. When +/-0.01-foot vertical/elevation accuracy tolerance is required RTK GPS cannot be used and differential level loops are required.

b. Mapping Products

Use mapping products that comply with ASPRS (Map) Accuracy Standards – Class 1 standards and certified by a Certified Photogrammetrist.

c. Survey Accuracy Standards

- (1) FGDC Geospatial Positioning Accuracy Standards, Part 4: Standards for Architecture, Engineering, Construction (A/E/C), and Facility Management

- (2) Utility Location: ASCE Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data
- (3) Map Accuracy: ASPRS (Map) Accuracy Standards – Class 1
- (4) Boundary: State and Local Regulation
- (5) DDOT CADD Standards: GIS Standards - Spatial Data Standards for Facilities, Infrastructure and Environment (SDSFIE), version 2.6

7. **Map Product**

Use map products as shown in the following table;

Scale - 1"= ft                      Contour interval – ft CI                      Spot elevations - ft Grid

Minimum Content Requirements		
Title Block	North Arrow	Scale (Bar)    Contour Interval
Date of Survey	Legend w/ symbols & abbreviations	Datum – Horizontal and Vertical
Grid Ticks	Grid Values	Survey control points found and set
Surveyors Certificate	Surveyors Seal & Signature	For Boundary Plat - all state and local requirements

8. **Topographic Survey**

A topographic survey is required and shall meet the following minimum standards:

- a. Topographic survey for the project area including all surface features. The survey methods include the use of electronic total stations and levels include elevations.
- b. Three-dimensional coordinates at all break points, such as abrupt changes in slope, edges of structures, edges and bottoms of streams and ditches, etc.
- c. X, Y, and Z coordinates.
- d. Elevations taken at the break line points of all fabricated and natural features, such as top of curb, bottom of curbs etc. Top of grates, manhole lids, and pipe inverts shall also be collected.
- e. Include all surface features manmade and natural within the subject area.
- f. Include all utilities that can be field located. The topographic survey shall include at least three control points spaced equidistantly around the perimeter of the proposed site. The control points shall be set by driving an iron pin, 2-foot or longer, 5/8-inch in diameter, flush with the ground just outside the limits of the topographic survey or equivalent marker set in pavement

<b>Request for Qualifications</b>	<b>Document No:</b> DCKA-2015-Q-0078	<b>Caption:</b> Consulting Services for the H Street, N.E. Bridge Design-Build Project	Page 9 of 61
-----------------------------------	---	--	--------------

or concrete. These points shall be marked with a 4-foot lath displaying the point number. These points shall be part of the main traverse or network adjustment for the project site. These points shall be tied to the datum system and specifications as outlined for control points in the next section with X, Y, and Z coordinates listed to the nearest .01 foot. Control points shall be included and labeled in tabular and base map.

9. ***Property Boundary Mosaic***

The required property boundary mosaic will include the items below.

- a. Research and collect record property boundary information.
- b. Prepare a property boundary mosaic for the purpose of consolidating all boundary, right-of-way and easement information collected and created.

10. ***CADD Format***

Electronic drawing symbology must conform to the SHA CADD standards.

11. ***Surveyor's Report***

The required Surveyor's Report shall be performed according to the following:

- a. Use base Mapping at 1" = 20' scale.
- b. Surveyor's Report - The Surveyor shall prepare a Surveyor's Report which defines the horizontal and vertical datums, the control monuments recovered, control set and used as a basis for the survey. The Surveyor's Report will describe equipment and methodology used to perform the work. The Surveyor's Report shall also describe the results of the survey and accuracies obtained. The Surveyor shall provide a horizontal and vertical control assessment report including data /recover sheets.
- c. A record copy of all field notes and electronically collected notes of X, Y coordinates and ground surface elevations. Notes shall also include names of field crew members, survey control, datum used as specified, and daily weather conditions including temperature and barometric pressure. The record copy shall comprise CADD files on CDROM in MicroStation .dgn format including a surface model with 3D graphic triangles, 3D contour lines and features and an InRoads .dtm file.

**C.2.4 Geotechnical Engineering**

1. The Consultant shall obtain and use the information below regarding the existing structure and the subsurface conditions:

- a. The following items from the construction of the existing H-Street Bridge:
  - (1) Construction specifications from original construction,

<b>Request for Qualifications</b>	<b>Document No:</b> DCKA-2015-Q-0078	<b>Caption:</b> Consulting Services for the H Street, N.E. Bridge Design-Build Project	Page 10 of 61
-----------------------------------	---	--	---------------

- (2) Geotechnical report from original construction,
  - (3) Pile driving records
  - (4) Test results from pile load testing.
  - (5) Geotechnical investigation report by Amtrak,
  - (6) Geotechnical Investigation reports by private? developers, and
  - (7) Geotechnical investigation report by Concept design team.
- b. The following items from the construction of the existing tunnel below the H-Street Bridge:
- (1) Construction specifications from original construction,
  - (2) Geotechnical report from original construction,
  - (3) Pile driving records, and
  - (4) Test results from pile load testing.
- c. Geotechnical reports for any adjacent projects in the immediate vicinity of the project. Consultant shall requesting existing data to determine the foundation configuration and to determine the approximate pile lengths and capacity. The foundation doesn't necessarily have to be driven piles.
- d. The historical construction plans and geotechnical data to develop subsurface profiles.
2. This capacity will be used to determine if these piles can support the loading of the proposed bridge modifications. Most likely the existing piles cannot be reused.
3. The consultant should determine if a dedicated detour (K street) with modification to accommodate the increased traffic is feasible.
4. The Consultant shall utilize the Federal Highway Administration (FHWA) design procedures for deep foundations along with AASHTO design guidelines.

### **C.2.5 STRUCTURAL AND ARCHITECTURAL DESIGN**

The structural and architectural design shall be performed according to the following:

1. ***Assumptions***

The assumptions and desirable design criteria below will be incorporated into the development of the TS&L alternatives report.

- a. The proposed typical section (lane configuration) of the H Street Bridge will be similar to the existing typical section. The proposed H Street Bridge deck width will be approximately the same as the existing but will accommodate streetcars.
- b. Existing horizontal and vertical railroad and roadway clearances to the existing bridge will be re-evaluated.

<b>Request for Qualifications</b>	<b>Document No:</b> DCKA-2015-Q-0078	<b>Caption:</b> Consulting Services for the H Street, N.E. Bridge Design-Build Project	Page 11 of 61
-----------------------------------	---	--	---------------

- c. TS&L for the sequence of construction will be examined to determine if two lanes of vehicular traffic in each direction can be maintained during construction.
- d. The scope includes traffic analysis or modeling – including studying the ramifications for diverted traffic patterns, delays, congestion, impact on emergency services, and maintenance of traffic (MOT) of closing down H Street to facilitate the reconstruction of existing H Street Bridge.
- e. The condition of the existing bridge and tunnel below will be based on the inspection reports provided by DDOT.” There should be a contingency so that if the consultant needs to perform a special or in-depth inspection this isn’t precluded by the contract.

2. ***Bridge Aesthetics***

- a. Provide an architect to develop a visual design concept for the TS&L design criteria package.
- b. The architect will provide sketches of concepts at meetings. When DDOT advises which elements to incorporate, the aesthetic elements will be incorporated into the TS&L package. Separate architectural drawings and renderings apart from the TS&L package will not be developed.
- c. Create 3D-animation for proposed construction based on the approved design criteria package.

3. ***Alternatives to be Considered***

The bridge design codes to be used shall be as follows:

- a. Superstructure shall satisfy AASHTO LRFD Bridge Design Specifications; and Substructure shall satisfy:
  - (1) AASHTO Standard Specifications “HS25 live loading”, if there are no changes to the foundations (i.e. additional deep foundations); or
  - (2) AASHTO LRFD Bridge Design Specifications, if strengthening of the foundations is required – such as adding piles, etc.

4. ***TS&L Bridge Plans***

The TS&L package will be produced based on DDOT Design & Engineering Manual. The TS&L package is not for construction. If, however, any portion of the TS&L package is required by law to be produced by licensed design professionals, then Consultant shall furnish such design by such professionals licensed in their respective profession in the District of Columbia.

<b>Request for Qualifications</b>	<b>Document No:</b> DCKA-2015-Q-0078	<b>Caption:</b> Consulting Services for the H Street, N.E. Bridge Design-Build Project	Page 12 of 61
-----------------------------------	---	--	---------------

5. ***Opinion of Probable Cost***

The Consultant will develop a level opinion of probable cost for each alternative design that will be used as one of the bases for comparing the alternatives. This opinion will be a Class 4 estimate as defined by AACEI and ANSI Z94.2-1989. The opinion of probable cost will include the following:

- a. Construction Cost Estimate (based on approximate quantities for major items and a percentage for structural incidentals);
- b. Maintenance of Traffic;
- c. Aesthetics;
- d. Mobilization & Staging;
- e. Design Engineering;
- f. Construction Engineering; and
- g. Contingency.

**C.2.6 CIVIL DESIGN**

The civil design shall be performed according to the following:

1. ***Non-Structural Alternatives Shall Include:***

- a. The approach grades at each end of the bridge.
- b. Impacts of roadway profile changes to an existing bridge.
- c. Impacts to the roadway cross sections.
- d. Construction sequencing and maintenance of traffic impacts.
- e. Design of roadway lighting.
- f. Layout of drainage structures and pipes.
- g. Provision of pedestrian and bicycle access.
- h. Identification of existing utilities and layout of utility relocations required for bridge construction.

2. ***Constructability Considerations***

Consultant shall describe construction activities by phase and sequence and how traffic will be maintained through construction. It will also assess what level of access is required to Amtrak and WMATA property during design and construction, potential staging areas, and accelerated construction techniques.

3. ***Opinion of Probable Cost***

Consultant shall develop an opinion of probable cost for each alternative. The opinions will be Class 4 estimates as defined by AACEI and ANSI Z94.2-1989. Each opinion of probable cost will include the following:

- a. Construction Cost Estimate (based on approximate quantities for major items and a percentage for structural incidentals);
- b. Maintenance of Traffic;

<b>Request for Qualifications</b>	<b>Document No:</b> DCKA-2015-Q-0078	<b>Caption:</b> Consulting Services for the H Street, N.E. Bridge Design-Build Project	Page 13 of 61
-----------------------------------	---	--	---------------

- c. Aesthetics;
- d. Mobilization;
- e. Final Design;
- f. Construction Engineering; and Contingencies.

**C.2.7 Interagency planning and coordination: State Historic Preservation Office**

1. Consultant shall coordinate with the State Historic Preservation Office, National Capital Planning Coordination;
2. Consultant shall (if necessary) seek approvals from the State Historic Preservation office;
3. After each meeting consultant shall prepare a meeting summary or meeting minutes; list of potential interagency partners:

National Railroad Passenger Corporation (Amtrak)  
 Maryland Transit Administration (MTA )  
 Virginia Railway Express (VRE )  
 Union Station Redevelopment Corporation (USRC)  
 Maryland Transit Administration (MTA )  
 Virginia Railway Express (VRE )  
 Virginia Department of Rail and Public Transportation (VDRPT)  
 Akridge  
 Washington Metropolitan Area Transit Authority (WMATA )  
 National Capital Planning Commission (NCPC)  
 District of Columbia Office of Planning (DCOP)  
 United States Department of Transportation (USDOT )  
 Federal Railroad Administration (FRA )

**C.2.8 UTILITY COORDINATION**

1. Develop and implement a utility designation program within the project area. Utilities designated under this project will meet Quality Level C/D for underground utilities. Quality Level A/B designations will be completed.
2. Provide concepts for locating utilities on the bridge and bridge approaches.

**C.2.9 PUBLIC MEETINGS**

1. Prepare agenda and appropriate meeting materials.
2. Preparation for and attendance at Public Meeting (4 staff members);
3. After each meeting prepare a meeting summary or meeting minutes; and

<b>Request for Qualifications</b>	<b>Document No:</b> DCKA-2015-Q-0078	<b>Caption:</b> Consulting Services for the H Street, N.E. Bridge Design-Build Project	Page 14 of 61
-----------------------------------	---	--	---------------

4. Prepare a record database (in Excel format) of project contacts including the names, addresses, phone numbers and email addresses of all meeting attendees.
5. Distribute each meeting summary or minutes to all team members and other appropriate parties as designated by DDOT.

#### **C.2.10 ENVIRONMENTAL**

Provide technical support for the required environmental process with NEPA studies prescribed in Section C.5, including technical support to DDOT for their preparation of the Categorical Exclusion (CE) and or complete NEPA study. Provide bi-weekly status reports for the CE-2 technical support, including conducting independent NEPA studies.

#### **C.2.11 VALUE ENGINEERING WORKSHOP**

Conduct one or more independent “value engineering” studies of the design alternatives proposed by the DB Package Consultant.

#### **C.2.12 ASSUMPTIONS AND INCLUSIONS – RELATED CONSULTANT REQUIREMENTS**

1. Consultant will be expected to prepare for DDOT draft Memoranda of Agreement (MOAs) or Memoranda of Understanding (MOUs) between DDOT and WMATA, DDOT and Amtrak, and between DDOT and other third-party stakeholders as needed. At a minimum, there will be an MOU package between DDOT and Amtrak for construction support by Amtrak and any exchange or acquisition of right-of-way including, including preparing all necessary documents such as survey plats, etc.
2. Consultant will be expected to prepare and obtain required permits to access WMATA and/or Amtrak properties as noted in Section C.2 of the scope as necessary for the performance of the DB Consulting Package contract.
3. Consultant will be expected to prepare complete sets of Maintenance of Traffic (MOT) and analysis of traffic impacts due to bridge construction or changes to and/or new intersections within the limits of the project.
4. Consultant shall conduct all work necessary to document existing utilities within the railroad corridor including any ground penetrating radar, utility test pits, geotechnical exploration or field survey.
5. Consultant shall attend and participate in weekly task force meetings regarding the project.
6. Consultant shall provide DDOT, through the Contract Administrator (CA), weekly reports concerning its progress.
7. Consultant shall provide to the CA PDF/Electronic copies of all correspondence related to the procurement on a timely basis.

<b>Request for Qualifications</b>	<b>Document No:</b> DCKA-2015-Q-0078	<b>Caption:</b> Consulting Services for the H Street, N.E. Bridge Design-Build Project	Page 15 of 61
-----------------------------------	---	--	---------------

8. Consultant shall meet with DDOT project staff, and OCP, as required, but no less than bi-weekly, for coordination of the DB Package Project work.

**C.2.13 ITEMS TO BE PROVIDED BY DDOT TO DB PACKAGE CONSULTANT**

1. Streetcar system requirements on H Street & Streetcar Environmental Assessment Report.
2. Requirements for the existing tunnel below the H Street Bridge including the following:
  - a. Maintenance of access to, and preservation of, streetcar substation; and
  - b. Operations access for maintenance staff and streetcar operators to Amtrak corridor.
3. For the existing H Street Bridge:
  - a. Inspection report for the existing bridge and tunnel,
  - b. Construction drawings,
  - c. Construction specifications from original construction,
  - d. Geotechnical report from original construction,
  - e. Pile driving records, and
  - f. Test results from pile installation
4. For the existing tunnel below the H Street Bridge:
  - a. Inspection report for the existing bridge and tunnel,
  - b. Construction drawings,
  - c. Construction specifications from original construction,
  - d. Geotechnical report from original construction,
  - e. Pile driving records, and
  - f. Test results from pile installation
5. For adjacent projects (such as improvements for the WMATA Metro Station, Union Station from Union Station Redevelopment Corporation, and proposed developments by Developers, Akridge and Louis Dreyfus Property Group):
  - a. Progress drawings, construction drawings, and other such items,
  - b. Field survey (electronic files),
  - c. Geotechnical reports, and
  - d. USARC NEPA Study report

<b>Request for Qualifications</b>	<b>Document No:</b> DCKA-2015-Q-0078	<b>Caption:</b> Consulting Services for the H Street, N.E. Bridge Design-Build Project	Page 16 of 61
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### C.3 GOVERNING STANDARDS

The governing standards applicable to this project are stated in this section. The applicable version of each standard is the version in effect as of the date of this solicitation. DB Package Consultant will be required to apply updated and revised versions of the following standards if they are issued during the term of the DB Package Consultant contract.

#### C.3.1 APPLICABLE STANDARDS

The design work shall be completed in accordance with current design practices and requirements of the following standards:

1. DDOT Bridge and Engineering Manual, 2009
2. DDOT Guideline for Bridge Load Rating Analysis and Reporting, 2010
3. DDOT Standard Specifications for Highways and Structures (The “Gold Book”), 2013
4. DDOE Stormwater Management Guidebook, 2013
5. DDOE Standards and Specifications for Soil Erosion and Sediment control, 2003
6. D.C. Temporary Traffic Control Manual – Guidelines and Standards – 2006 Edition
7. DDOT Green Infrastructure Standards, 2014
8. D.C. Temporary Traffic Control Manual – Guidelines and Standards – 2006 Edition
9. Applicable requirements of Federal Highway Administration (FHWA), including but not limited to FHWA Roadway Lighting Handbook
10. WMATA Adjacent Construction Project Manual, 2013 Revision 5
11. AASHTO, A Policy on Geometric Design of Highways and Streets (The “Green Book”), 6th Edition
12. AASHTO, LRFD Bridge Design Specifications, 7th Edition
13. AASHTO, Standard Specifications for Structural Supports for Highway Signs, Luminaries, and Traffic Signals, 6th Edition with 2015 Interim Revisions
14. AASHTO, Bridge Security Guidelines, 1st Edition
15. AASHTO, Bridge Aesthetics Sourcebook, 1st Edition
16. AASHTO, Guide Specifications for LRFD Seismic Bridge Design, 2nd Edition with 2015 Interim Revisions
17. AASHTO, Guide Specifications for Seismic Isolation Design, 4th Edition
18. AASHTO, Guide Specifications for Design and Construction of Segmental Concrete Bridges, 2nd Edition
19. AASHTO, Manual for Bridge Element Inspection, 1st Edition with 2015 Interim Revisions
20. AASHTO, The Manual for Bridge Evaluation, 2nd Edition with 2015 Interim Revisions
21. AASHTO, LRFD Bridge Construction Specifications, 3rd Edition with 2010, 2011, 2012, and 2014 Interim Revisions
22. AASHTO, Guide Specifications for Bridge Temporary Works, 1st Edition with 2008 Interim Revisions
23. AASHTO, Construction Handbook for Bridge Temporary Works, 1st Edition with 2008 Interim Revisions
24. AASHTO, Guide for Development of Bicycle Facilities, 4th Edition

<b>Request for Qualifications</b>	<b>Document No:</b> DCKA-2015-Q-0078	<b>Caption:</b> Consulting Services for the H Street, N.E. Bridge Design-Build Project	Page 17 of 61
-----------------------------------	---	--	---------------

25. AASHTO/AWS D1.5M/D1.5:2010 Bridge Welding Code, 6th Edition with 2011 and 2012 Interim Revisions
26. AASHTO An Informational Guide for Roadway Lighting
27. NACTO - Urban Bikeway Design Guide, Second Edition
28. Manual on Uniform Traffic Control Devices (MUTCD), 2009 Edition
29. PCI, Bridge Design manual, 3rd Edition
30. PCI, Design Handbook, 7th Edition
31. PTI, TAB.1-06: Post-Tensioning Manual, 6th Edition
32. PTI, DC45.1-12: Recommendations for Stay-Cable Design, Testing, and Installation
33. PTI, M50.3-12: Guide Specification for Grouted Post-Tensioning
34. PTI, M55.1-12: Specification for Grouting of Post-Tensioned Structures
35. ACI, 318-14: Building Code Requirements for Structural Concrete and Commentary
36. AISC, Steel Construction Manual, 14th Edition
37. Illuminating Engineering Society (IES) Lighting Handbook
38. DDOT Design and Engineering Manual

### **C.3.2 APPLICABLE BRIDGE DESIGN CODES**

The bridge design codes to be used shall be as follows:

Superstructure shall satisfy AASHTO LRFD Bridge Design Specifications. Substructure shall satisfy AASHTO Standard Specifications “HS25 live loading”, if there are no changes to the foundations (e.g. additional deep foundations); or AASHTO LRFD Bridge Design Specifications, if strengthening of the foundations is required – such as adding pile.

### **C.4 RESERVED**

### **C.5 NEPA SCOPE OF WORK AND DELIVERY SCHEDULE**

#### **C.5.1 NEPA SCOPE OF WORK**

The District Department of Transportation (DDOT) is proposing multi-modal transportation improvements along the H Street NE corridor in the District of Columbia. DDOT is currently assessing the replacement of the H Street Bridge NE, which will support the streetcar tracks and infrastructure. H Street Bridge, NE spans over 1st Street, WMATA tracks, Amtrak tracks/platforms and 2nd Street, at Union Station.

The existing bridge was constructed in 1977, and has 13 spans of structural steel for a total bridge length of 1442’-0”. The Union Station Redevelopment Corporation (USRC), Amtrak and Akridge are proposing extensive reconstruction of the Amtrak’s rail yard at Union Station, and development of the air rights over the rail yard north and south of the H Street Bridge (total of 3.2M sq. ft.).

<b>Request for Qualifications</b>	<b>Document No:</b> DCKA-2015-Q-0078	<b>Caption:</b> Consulting Services for the H Street, N.E. Bridge Design-Build Project	Page 18 of 61
-----------------------------------	---	--	---------------

### **C.5.2 PURPOSE:**

The purpose of this Scope of Work (SOW) is to provide NEPA services that include but are not limited to all services necessary for production of the Project's Final Environmental Impact Statement (FEIS) or Revised (Final) Environmental Assessment (REA), and the Record of Decision (ROD) or Finding of No Significant Impact (FONSI) in accordance with the National Environmental Preservation Act (NEPA). The Environmental Impact (EA) document must include assessment and analysis to comply with the requirements of the related environmental laws and regulations including section 106 of the National Historic Preservation Act, the Section 4(f) of the US DOT Act and all the Tasks mentioned under Section 3 of this document, at a minimum. The EA document will be per CEQ and FHWA NEPA regulations. The Scope will also include full assistance in the preparation of Finding of No Significant Impact (FONSI) for the EA for FHWA (if appropriate) and potentially FTA (if appropriate). The Section 106 evaluation will be prepared as per 36 CFR 800 and all the relevant data and analysis will be prepared as per the National Historic Preservation Act and procedures described in 36 CFR 800. The Section 4(f) evaluation will be prepared as per U.S DOT regulations. All tasks shall follow DDOT, FHWA, FTA, FRA and AASHTO policies, procedures, guidelines, and standards.

Project specific duties may include ongoing environmental project management and preparation of reconnaissance report, public scoping report, complete technical reports, draft environmental documents (EA or DEIS), Recommendation Document (RD), Final environmental documents (REA or FEIS), ROD, FONSI, and other required environmental clearance documents for the Project. In addition to actual document preparation, the Consultant will also provide contract management services, coordination between other agencies, Amtrak, USRC, Akridge and Project environmental specialists and designers, and identify effective and acceptable solutions to problems related to environmental and mitigation issues.

Work assigned by DDOT will require Consultant meet all National Environmental Policy Act (NEPA) and Federal Highway Administration (FHWA) requirements. Consultant must perform the work in specified disciplines as needed to complete the DEIS and FEIS. The disciplines to be considered and included as appropriate for the analysis supporting the environmental documents are as follows:

- Access Management Aesthetics / Visual Resources Air Quality
- Archaeology Biology
- Cultural / Historic Resources Economic / Socioeconomic Resources Energy
- Environmental Project / Contract Management Geology and Geotechnical
- Geographic Information Systems Graphics and Visual Imaging Hazmat
- Land Use Noise
- Parks / Recreation Section Permits and Approvals Planning
- Printing Right of Way
- Section 4(f) evaluation and documentation Section 6(f) evaluation and documentation Stakeholder / Public Involvement
- Traffic Analysis and Study Report Utilities

<b>Request for Qualifications</b>	<b>Document No:</b> DCKA-2015-Q-0078	<b>Caption:</b> Consulting Services for the H Street, N.E. Bridge Design-Build Project	Page 19 of 61
-----------------------------------	---	--	---------------

- Wetlands
- Water Resources / Water Quality

### **C.5.3 Study Area:**

The project limit is along H Street NE from North Capitol NE To 3rd Street NE.

### **C.5.4 Scope of Services:**

The Scope of this EA project includes the following and as defined in the tasks below:

- Project Management
- Purpose and Need Statement
- Data Collection
- Environmental Data Collection and Inventory
- Transportation Analysis and Evaluation
- Concept Engineering, Alternatives Development, and Analysis
- Environmental Assessment
- Public Involvement and Interagency Coordination
- Section 4(f) and Section 106 Evaluation
- Capital and Operating Cost Estimation
- Environmental Document

#### **Task 1: PROJECT MANAGEMENT**

- Consultant shall manage the project per scope of work, schedule and budget
- Consultant shall perform environmental project management tasks, including project coordination, project development, project administration, sub-consultant management and coordination.
- Identifying and tracking environmental project issues that may affect the project design, schedule and budget.
- Determining necessary work products and processes.
- Coordinating work with stakeholders, agencies and others.
- Managing internal resources, as necessary to complete Project successfully.
- Coordinate with Agency in the development and analysis of key project issues, such as location of environmental constraints that may affect the Project's conceptual design.
- Coordinate with Agency in the development of meeting materials and information.
- Conducting day-to-day management of Project's environmental issues and work products.

<b>Request for Qualifications</b>	<b>Document No:</b> DCKA-2015-Q-0078	<b>Caption:</b> Consulting Services for the H Street, N.E. Bridge Design-Build Project	Page 20 of 61
-----------------------------------	---	--	---------------

**Task 1.1 Project Management Plan**

The Project Management Plan (PMP) must be submitted within three weeks of the Notice to Proceed. Elements of the Project Management Plan will include the following:

- Scope of work, budget & schedule
- Organizational structure for project team & contacts Consultant’s project approach
- Key strategies for data collection
- Project controls for deliverables, scope, budget and schedule Quality control and quality assurance approach
- Internal management activities, including safety monitoring for field work. Filing system

**Task 1.2 Kick-off Meeting**

Consultant shall organize and facilitate an initial kick-off meeting with Sub-Consultant and DDOT project team members to clarify roles, responsibilities, and project expectations.

**Task 1.3 Bi-weekly Project Progress Meetings with DDOT**

The Consultant will meet with DDOT on a bi-weekly basis, either in person or via conference call, to monitor progress and review upcoming tasks.

**Task 1.4 NEPA Schedule**

Consultant shall develop, and submit to DDOT, an initial schedule for NEPA-related milestones and update the schedule monthly and submit it as part of project monthly progress report.

**Task 1.5 Monthly Progress Reports, Invoicing**

Invoices and progress reports, including budget tracking and project schedules, shall be provided to DDOT by the 15th of the month. No more than one invoice per month shall be submitted.

Consultant shall provide a monthly Project Status Report 7 updated schedule by the 15th of each month to DDOT project manager. Project Status Report shall include: primary actions accomplished within the last 30 days, projected 30-60 days of activities, Project schedule update, and concerns or issues needing resolution or impacting schedule.

**Task 1.6 Environmental Project Filing Systems**

Develop and maintain Project filing system in SharePoint for all NEPA-related documents and supporting reports, data and mapping.

**Task 1.7 Work Product Quality Assurance Review**

Consultant shall conduct QA/QC and review all EA work products and deliverables and maintain a record for the effort to ensure technical and editorial quality before submitting and deliverable to DDOT. Work products must be clearly written in a professional style and must be consistent in level of

<b>Request for Qualifications</b>	<b>Document No:</b> DCKA-2015-Q-0078	<b>Caption:</b> Consulting Services for the H Street, N.E. Bridge Design-Build Project	Page 21 of 61
-----------------------------------	---	--	---------------

analysis, tone, format, and terminology. Consultant shall provide both a technical and an editorial review of all work products by qualified staff. All work products shall undergo a final review by the Consultant's QA/QC manager before delivery. Consultant shall provide DDOT with a written record of the work product quality assurance review process that includes names of all reviewers and dates of their reviews.

### **Task 2 Purpose and Need Statement**

The consultant will develop a draft EA purpose and need statement in close coordination with DDOT staff and other key stakeholders. The purpose and need statement will be consistent with guidance from the FHWA and the FTA technical advisories. The purpose and need statement will refine the problems needed to be addressed within the project corridor and establish a framework for developing conceptual alternatives. The final purpose and need statement will be incorporated into the NEPA document.

### **Task 3 Data Collection**

A data collection plan shall be prepared and submitted to DDOT by the Consultant. The data collection will include:

- Automatic traffic recorder counts
- Turning movement counts
- Vehicle classification
- Parking and loading inventory Signal timing data
- Surface Streets, Freeway and ramps configuration and geometry including but not limited to design exceptions, drainage, curvatures, grades, accelerations/decelerations, lane lengths, and lane widths
- Peak hour intersection bicycle and pedestrian counts
- Field reconnaissance to document infrastructure conditions
- Basic Right of way data
- Accident data
- Transit data including bus stops, transit rider ship, bus routes existing operations data

### **Task 4 Environmental Data Collection and Inventory**

The Consultant will collect all data necessary for the environmental study using existing databases and studies, field surveys, sampling, and exploration. The consultant will prepare a detailed inventory of all environmental elements in the study area. All data collection will be carried out according to NEPA guidelines, regulations, and requirements. Relevant District of Columbia and other regulations shall also be complied with. The environmental data, at a minimum, shall include:

- Section 4(f) issues Section 106 issues Land use and zoning

<b>Request for Qualifications</b>	<b>Document No:</b> DCKA-2015-Q-0078	<b>Caption:</b> Consulting Services for the H Street, N.E. Bridge Design-Build Project	Page 22 of 61
-----------------------------------	---	--	---------------

- Land acquisition and displacement Demographics
- Community resources Economics and development issues Environmental justice
- Transportation (including transit, pedestrian, bicycle, vehicular) Utilities
- Cultural resources Visual aesthetics  
Vibration analysis Water quality Navigable waters Biotic communities
- Endangered and threatened species Energy conservation  
Construction impacts
- Archaeological investigation and report Paleontology effects  
determination Flood plains effects determination
- 404 permit requirements
- NPDES (section 402) permit requirements Wetland issues
- Fish and wildlife issues
- Hazardous waste and materials/contaminated soil investigation
- Noise analysis
- Air quality Cumulative impacts

### **Task 5 Transportation Analysis and Evaluation**

This task includes traffic data collection, analysis of transportation conditions/impacts, and the environmental scan.

Analysis of Transportation Conditions and Impacts. The consulting team will evaluate the current traffic operations in the study area and determine the potential impacts of alternatives on future traffic operations. All appropriate data will be collected on a representative day of the week and time of year. 48 hour ATR (including vehicle classification) and 13 hour turning movement counts will be collected. For surface streets the following should be evaluated: Level of service – intersection, Level of service – corridor, Signal warrant analysis, Queuing, Transit service types and levels, Pedestrian usage, Bicycle usage, Vehicle speeds, Vehicle throughput. The consultant will collect and prepare a safety conditions including accident and crash data report for the project area.

The consultant will evaluate: 1) existing year; 2) Opening year; 3) Design year traffic volumes for the no-build & build conditions for weekday A.M. and P.M. peak hours as well as mid-day. Design year is 20-25 years in future and has to be consistent with the MWCOG horizon year (currently 2040). Opening and Future will be developed using the travel demand model developed by MWCOG. The forecasted traffic will then analyzed using SYNCHRO/SIM-TRAFFIC and/or VISSIM and CORSIM, based on the decision by DDOT. Both Intersection and Corridor level of service analysis will be performed.

Additional Task Deliverables (should be included in the Appendices):

<b>Request for Qualifications</b>	<b>Document No:</b> DCKA-2015-Q-0078	<b>Caption:</b> Consulting Services for the H Street, N.E. Bridge Design-Build Project	Page 23 of 61
-----------------------------------	---	--	---------------

Traffic Data and Analysis report, Synchro/VISSIM/CORSIM input and output files

**Task 6: Concept Engineering, Alternatives Development, and Analysis**

The Consultant will review and/or use the concept study completed by DDOT in 2014. The Consultant will study all conceptual and preliminary engineering to concur with the preferred alternative selection. Preliminary design of selected alternative(s) will advance to a level where impacts of the alternative(s) can be analyzed (up to approximately 30% design). At a minimum the concept design will include functional plans that include roadway typical sections, lane and roadway geometry and roadway profiles. A concept level constructability review will be performed for all alternatives. The Consultant will also develop construction cost estimates which will include cost break down and cost by line items.

Consultant shall assist DDOT in developing Selection Criteria for screening Project alternatives.

**Task 7: Environmental Impact Assessment**

The consultant will analyze the existing environment for the environmental data listed in Task 4 and the impacts of the project to prepare the Affected Environment and Environmental Consequences Chapters. These assessments shall use CEQ NEPA regulations 40 CFR 1508 and FHWA guidance to determine if a project action will have a significant environmental consequence. The consultant will develop mitigation and improvements that describe the nature of the existing and future problems, their impacts, the anticipated difficulty in solving it, the potential benefits, and the mitigation steps to be taken. Consultant will assess likely positive and negative impacts resulting from the project concepts to the neighborhoods in and immediately adjacent to the study window. Consultant will conduct an Air Quality analysis of the project area. The analysis shall include Regional Conformity and Local/Hot Spot Analysis consistent with 40 CFR 93. The Hotspot analysis has to include: 1) existing year; 2) opening year; 3) design year analysis for the no-build & build alternatives for CO (or other NAAQS), MSAT, and PM2.5. MSAT and PM2.5 are usually qualitative, while NAAQS requires quantitative analysis.

The consultant will conduct a Noise Analysis of the study area. The noise study shall include Traffic Noise Model (TNM) analysis consistent with FHWA, FTA, and DDOT Noise Policy. TNM will include: 1) existing year; 2) opening year; 3) design year analysis for the no-build and three build alternatives.

The consultant will perform a Cultural/Historic Resources evaluation consistent with the Section 106 of the NHPA. The consultant will work with DDOT to develop an appropriate Area of Potential Effect (APE) in consultation with DC-SHPO, FHWA, ACHP (if applicable), and other consulting parties.

**Task 8: Public Involvement and Interagency Coordination**

The consultant will develop a Public Involvement Plan (PIP) according to FHWA, FTA, and DDOT requirements. The PIP will include four (4) to six (6) community meetings for the project, three (3)

<b>Request for Qualifications</b>	<b>Document No:</b> DCKA-2015-Q-0078	<b>Caption:</b> Consulting Services for the H Street, N.E. Bridge Design-Build Project	Page 24 of 61
-----------------------------------	---	--	---------------

public meetings (2 public meetings and 1 public hearing), appropriate meeting announcements, and a public outreach plan. The consultant will develop and host a project website. The Consultant, in consultation with DDOT, will coordinate with DC State Historic Preservation Office (SHPO) and other related federal and DC agencies as necessary. The meeting schedule will be determined as the project progresses, but will include at least 8 meetings (stakeholder and/or interagency).

Material for the agency meetings will include working drawings and documents, as well as presentation material in PowerPoint format. The consultant will prepare a meeting summary for each meeting and distribute it to attendees.

**Task 9 Capital and Operating Cost Estimation (if applicable)**

If applicable, the cost estimates will be based on local cost data, the product of this task will be a Capital Cost Methodology Report, which will document the estimating methodology for capital costs, sources of cost data used, cost estimating assumptions, estimate limitations including preliminary assessment of risks, and the actual cost estimates. The Cost Estimates are to include the roadway reconstruction cost as well.

**Task 10 Section 4(f) and Section 106 Evaluations**

The consultant will conduct and prepare a 4(f) Evaluation and Section 106 study to address potential impacts of the project to the nearby areas, including an analysis of alternatives and documentation of impacts and required mitigation. The consultant will coordinate with FHWA, FTA, FRA, DC SHPO, and other federal and District agencies as appropriate.

**Task 11 Environmental Document**

The consultant will produce an EA document that incorporates all data collection, alternative analysis conducted and that is consistent with CEQ, FHWA, FTA and other federal agencies and requirements as necessary. The EA document will include: Executive Summary; Table of Contents; Purpose and Need; Alternatives; Affected Environment; Environmental Consequences; Section 4(f); Public & Agency Coordination; References; List of Preparers; Distribution List; Sec 106 Report; Other Appendices as needed.

The Final NEPA document will include all formal comments (public and agency) and show how each comment was addressed. The consultant will develop a FONSI if the FHWA determines through findings presented in the EA that there are no significant impacts.

**NEPA SCHEDULE:**

Final EA and FONSI (up to 40 hard copies, 20 electronic copies (on CDs) in PDF format, and 2 electronic copies of the text only in Microsoft Word file format).

<b>Request for Qualifications</b>	<b>Document No:</b> DCKA-2015-Q-0078	<b>Caption:</b> Consulting Services for the H Street, N.E. Bridge Design-Build Project	Page 25 of 61
-----------------------------------	---	--	---------------

Project Management Plan – within 2 weeks of NTP  
Public Involvement Plan – within 3 weeks of NTP  
Data Collection Plan – within 3 weeks of NTP  
Existing Conditions Report Draft NEPA document - within 6 months of NTP  
All tasks to be completed – within 12 months of NTP

**C.5.5 NEPA DOCUMENT REVIEW AND ACCEPTANCE**

Consultant, for each document prepared, shall submit a draft for DDOT review and comment and will then be expected to finalize the document, incorporating or addressing the DDOT’s comments.

If DDOT determines that any deliverables are not acceptable and that any deficiencies are the responsibility of the Consultant. DDOT shall prepare a written description of any deficiencies and an associated time frame for correction, and deliver such notice to Consultant. Consultant shall correct any deficiencies at no cost to the DDOT. If the corrective work causes any project delays, the Consultant shall submit a plan for regaining the project schedule for remaining work under the Contract, unless otherwise allowed by DDOT. If DDOT determines the contract schedule must be modified, a contract amendment will be initiated.

**Section C.6 APPLICABLE DOCUMENTS**

The following documents are applicable to this procurement action and the Project and are hereby incorporated by reference. Additional applicable documents are identified in the text of this RFQ. Effective dates of listed documents may change for the RFP issued pursuant to selections made under this RFQ and additional applicable documents may be identified and used for that RFP.

<u>Reference</u>	<u>Document Type</u>	<u>Title</u>	<u>Date</u>
D.C. Official Code §§ 2-351.01 et seq.	District of Columbia Official Code	Procurement Practices Reform Act of 2010 (PPRA) as amended	2001 Edition, 2011 Summer Supp.

<b>Request for Qualifications</b>	<b>Document No:</b> DCKA-2015-Q-0078	<b>Caption:</b> Consulting Services for the H Street, N.E. Bridge Design-Build Project	Page 26 of 61
-----------------------------------	---	--	---------------

D.C. Official Code §§ 2-354.20 and 2-356.02 (d)	District of Columbia Official Code	Prequalification (PPRA Sec. 420); Source Selection Methods (Design Build) (Sec. 602)	2001 Edition 2011 Summer Supp.
27 DCMR § 1615	District of Columbia Municipal Regulations	Request for Qualifications Before Issuing a Request for Proposals	April 18, 2014 (adopted)
23 C.F.R. Part 636	Code of Federal Regulations	Design Build Contracting	April 1, 2011
23 C.F.R. § 636.116	Code of Federal Regulations	Organizational conflict of interest requirements applicable to federally-funded design-build projects	Current through Dec. 3, 2015; 80 FR 75638
23 C.F.R. Ch.1, Appendixes B and A to Subpart A of Part 230	Code of Federal Regulations	U.S. DOT, FWHA Training Services Provisions (TSP): Appendix B, <i>Training Special Provisions</i> , and Attachment to App. B, Appendix A, <i>Special Provisions</i>	Current through Nov. 12, 2015
23 C.F.R § 771	Code of Federal Regulations	Environmental Impact and Related Procedures (FHWA procedures for implementing National Environmental Policy Act (NEPA))	Current through Dec. 9, 2015, 80 FR 76393

<b>Request for Qualifications</b>	<b>Document No:</b> DCKA-2015-Q-0078	<b>Caption:</b> Consulting Services for the H Street, N.E. Bridge Design-Build Project	Page 27 of 61
-----------------------------------	---	--	---------------

23 C.F.R § 774	Code of Federal Regulations	Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites (FHWA procedures for implementing Sec. 4(f) of the US DOT Act) (RFQ § C.5)	Current through Dec. 9, 2015; 80 FR 76393
36 C.F.R. Part 800	Code of Federal Regulations	Protection of Historic Properties (Preparation of NEPA Sec. 106 Evaluation)	Current through Dec. 9, 2015; 80 FR 76393
27 DCMR § 1615	District of Columbia Municipal Regulations	Request for Qualifications Before Issuing a Request for Proposals	April 18, 2014 (adopted)
27 DCMR § 1616	District of Columbia Municipal Regulations	Alternative Technical Concepts	Sept. 30, 2015 (Amended )
27 DCMR [Section TBD]	District of Columbia Municipal Regulations	Visual Quality Concepts (VQC)	District regulation not yet adopted
27 DCMR § 2222	District of Columbia Municipal Regulations	Procedures for Avoiding Conflicts of Interest	<u>Current through Nov. 27, 2015</u>
Master Plan is available at: <a href="https://www.amtrak.com/ccurl/919/171/Washington-Union-Station-Master-Plan-201207.pdf">https://www.amtrak.com/ccurl/919/171/Washington-Union-Station-Master-Plan-201207.pdf</a>	Union Station Redevelopment Corp.	Master Plan for Union Station Complex	As posted
See 23 C.F.R. §§ 633.102	Fed. Highway Administr'n., U.S. DOT	Federal Aid Constr. Projects, FHWA-1273	Revised May 1, 2012

**Section C.7                      ACRONYMS AND INITIALIZATIONS**

These terms when used in this RFP have the following meanings:

AASHTO	American Association of State Highway and Transportation Officials
APE	Area of Potential Effect
ATC	Alternative Technical Concepts
DDOT	District Department of Transportation
DBE	Disadvantaged Business Enterprise, as used in DBE program in accordance with regulations of the U.S. DOT (see Att. J.15)
DOT	U.S. Department of Transportation
FEIS	Final Environmental Impact Statement
FHWA	Federal Highway Administration , U. S. DOT
FONSI	Finding of No Significant Impact
FRA	Federal Railroad Administration
FTA	Federal Transit Administration
MOU	Memorandum of Understanding
MWCOG	Metropolitan Washington Council of Governments
NEPA	National Environmental Preservation Act
OCP	District of Columbia Office of Contracting and Procurement
PIP	Public Involvement Plan
PMP	Project Management Plan
QA	Quality Assurance
QC	Quality Control
QMP	Quality Management Plan
RD	Recommendation Document
REA	Revised (Final) Environmental Assessment
RFP	Request for proposal
RFQ	Request for Qualifications, this Solicitation
ROD	Record of Decision
SHPO	DC State Historic Preservation Office
SOQ	Statement of Qualifications, the Proposal to be submitted pursuant to this RFQ

<b>Request for Qualifications</b>	<b>Document No:</b> DCKA-2015-Q-0078	<b>Caption:</b> Consulting Services for the H Street, N.E. Bridge Design-Build Project	Page 29 of 61
-----------------------------------	---	--	---------------

SOW	Scope of Work
TNM	Traffic Noise Model
Transportation Project	For purposes of this solicitation, <i>Transportation Project</i> means, any proposed or existing undertaking that provides infrastructure for or otherwise facilitates any mode of transportation, including highways, bridges, railways, and roadways.
TS&L	Type, Size, and Location
TSA	Transportation Security Administration
TSP	Training Services Provisions. In accordance with federal requirements at 23 CFR, Appendix B to Subpart A, Part 230.
USRC	Union Station Redevelopment Corporation
VQC	Visual Quality Concepts
WMATA	Washington Metropolitan Area Transit Authority

<b>Request for Qualifications</b>	<b>Document No:</b> DCKA-2015-Q-0078	<b>Caption:</b> Consulting Services for the H Street, N.E. Bridge Design-Build Project	Page 30 of 61
-----------------------------------	---	---	---------------

**SECTION D, E AND F: RESERVED FOR FUTURE USE**

<b>Request for Qualifications</b>	<b>Document No:</b> DCKA-2015-Q-0078	<b>Caption:</b> Consulting Services for the H Street, N.E. Bridge Design-Build Project	Page 31 of 61
-----------------------------------	---	--	---------------

**SECTION G: CONTRACT ADMINISTRATION**

**G.1 CONTRACTING OFFICER (“CO”)**

Contracts will be entered into and signed on behalf of the District only by Contracting Officers. The contact information for the Contracting Officer is as follows:

Name: Steven H. Wishod  
 Title: Deputy Chief Contracting Officer  
 Agency: District Department of Transportation  
 Office of Contracting and Procurement  
 Address: 55 M. St., SE 7th floor  
 Washington, DC 20003  
 Telephone: (202) 671-2351  
 E-mail: steven.wishod@dc.gov

**G.2 CONTRACT ADMINISTRATOR (CA)**

**G.2.1** The CA is responsible for general administration of the contract and advising the Contracting Officer as to the Consultant’s compliance or noncompliance with the contract. In addition, the CA is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The CA for this contract will be appointed by the CO upon award of the contract.

**G.2.2** The CA shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the RFQ.

<b>Request for Qualifications</b>	<b>Document No:</b> DCKA-2015-Q-0078	<b>Caption:</b> Consulting Services for the H Street, N.E. Bridge Design-Build Project	Page 32 of 61
-----------------------------------	---	--	---------------

## **SECTION H: SPECIAL REQUIREMENTS FOR RFQ SUBMISSION PROCESS**

### **H.1 PUBLICITY**

The Consultant shall at all times obtain the prior written approval from the CO before it, any of its officers, agents, employees or sub-consultants, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

### **H.2 FREEDOM OF INFORMATION ACT**

The District of Columbia Freedom of Information Act (“FOIA”), at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private Consultant to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Consultant receives a request for such information, the Consultant shall immediately send the request to the CA who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Consultant pursuant to the contract, the CA will forward a copy to the Consultant. In either event, the Consultant is required by law to provide all responsive records to the CA within the timeframe designated by the CA. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Consultant for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

### **H.3 CONFIDENTIALITY OF INFORMATION**

The Consultant shall keep all information relating to any employee or customer of the District in absolute confidence and shall not use the information in connection with any other matters; nor shall it disclose any such information to any other person, firm or corporation, in accordance with the District and federal laws governing the confidentiality of records.

### **H.4 TIME**

Time, if stated in a number of days, will include Saturdays, Sundays, holidays and other days when the District government is closed, unless otherwise stated herein.

### **H.5 EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with the District of Columbia Administrative Issuance System, Mayor’s Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.9. An award of a

<b>Request for Qualifications</b>	<b>Document No:</b> DCKA-2015-Q-0078	<b>Caption:</b> Consulting Services for the H Street, N.E. Bridge Design-Build Project	Page 33 of 61
-----------------------------------	---	---	---------------

contract under the step-two DB Package RFP cannot be made to any offeror who has not satisfied the equal employment requirements.

#### **H.6 GOVERNING LAW**

Any disputes arising out of or related to this solicitation, shall be governed by, and construed in accordance with, the laws of the District of Columbia.

<b>Request for Qualifications</b>	<b>Document No:</b> DCKA-2015-Q-0078	<b>Caption:</b> Consulting Services for the H Street, N.E. Bridge Design-Build Project	Page 34 of 61
-----------------------------------	---	---	---------------

**SECTION I: RESERVED FOR FUTURE USE**

<b>Request for Qualifications</b>	<b>Document No:</b> DCKA-2015-Q-0078	<b>Caption:</b> Consulting Services for the H Street, N.E. Bridge Design-Build Project	Page 35 of 61
-----------------------------------	---	--	---------------

**SECTION J: LIST OF ATTACHMENTS**

The Attachments in Section J are intended to provide part of the general description of the terms and conditions which will be applicable to the step-two DB Package RFP and Contract. However the actual provisions in the DB Package Consulting RFP may vary from the provisions in this Section J due to updates of existing provisions or the introduction of new requirements.

Offerors pursuant to this Request for Qualifications are required to submit with Statements of Qualifications some of the certifications included in Section J, but only as so instructed in RFQ Section J and/or Section L.

<b>Attachment Number</b>	<b>Document</b>	<b>Applicable to:</b>
<b>J.1</b>	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (July 2010) Available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Required Solicitation Documents”	RFP for DB Consulting Package Contract
<b>J.2</b>	U.S. Department of Labor SCA Wage Determination-WD No., 2005-2103 Rev. 16 Date of Revision 7/8/2015 (or more recent version) Available at: <a href="http://www.wdol.gov/sca.aspx">http://www.wdol.gov/sca.aspx</a>	RFP for DB Consulting Package Contract
<b>J.3</b>	Way to Work Amendment Act of 2006 - Living Wage Notice Available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Required Solicitation Documents”	RFP for DB Consulting Package Contract; RFP for DB Contract
<b>J.4</b>	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet Available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Required Solicitation Documents”	RFP for DB Consulting Package Contract; RFP for DB Contract
<b>J.5</b>	Tax Certification Affidavit Available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Required Solicitation Documents”	Execute and Submit with Proposal for DB Consulting Package Contract; RFP for DB Contract
<b>J.6</b>	Bidder/Offeror Certifications Form Available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Required Solicitation Documents”	Execute and Submit with Proposal for DB Consulting Package; RFP for DB Contract

<b>Request for Qualifications</b>	<b>Document No:</b> DCKA-2015-Q-0078	<b>Caption:</b> Consulting Services for the H Street, N.E. Bridge Design-Build Project	Page 36 of 61
-----------------------------------	---	--	---------------

<b>Attachment Number</b>	<b>Document</b>	<b>Applicable to:</b>
<b>J.7</b>	Consultant Experience Questionnaire Form Available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> – click on “Required Solicitation Documents”	Execute and Submit with Proposal for DB Consulting Package; RFP for DB Contract
<b>J.8</b>	Past Performance Evaluation Forms Available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> – click on “Required Solicitation Documents”	Execute and Submit with Proposal for DB Consulting Package; RFP for DB Contract
<b>J.9</b>	EEO Information and Mayor’s Order April 2015 Available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> , “Required Solicitation Documents”	Execute and Submit with Proposal for DB Consulting Package; RFP for DB Contract
<b>J.10</b>	Participation by Disadvantaged Business Enterprise and Non-Disadvantaged Business Enterprise Firms ( <b>attached</b> )	RFP for DB Consulting Package; RFP for DB Contract (as revised for the DB Contract requirements)
<b>J.11</b>	Training Services Provisions (TSP) – Summary (attached): Federal provisions are at Appendix B to Subpart A of Part 230, 23 CFR Ch.1, Training Special Provisions, with its Attachment (Appendix A to Subpart A of Part 230, Special Provisions) Available in Code of Federal Regulations	RFP for DB Contract; but not for this RFQ
<b>J.12</b>	SAMPLE: District Insurance Requirements Provision	RFP for DB Consulting Package
<b>J.13</b>	SAMPLE: Standard Contract Provisions for Use With Specifications for District of Columbia Government Construction Projects (Revised January 2007)	RFP for DB Contract
<b>J.14</b>	Master Plan for Union Station Complex Master Plan is available at: <a href="https://www.amtrak.com/ccurl/919/171/Washington-Union-Station-Master-Plan-201207.pdf">https://www.amtrak.com/ccurl/919/171/Washington-Union-Station-Master-Plan-201207.pdf</a>	RFP for DB Consulting Package
<b>J.15</b>	Required U.S. DOT Contract Provisions: Federal-Aid Construction Contracts, FHWA-1273 (Revised May 1, 2012) ( <b>attached</b> )	
<b>J.16</b>	Draft Term Sheet for Design-Build Contract for H Street NE Bridge Project <b><u>NOTE:</u> Draft Term Sheet is to be furnished by amendment to RFQ</b>	RFP for DB Consulting Package

Request for Qualifications	Document No: DCKA-2015-Q-0078	Caption: Consulting Services for the H Street, N.E. Bridge Design-Build Project	Page 37 of 61
----------------------------	----------------------------------	---	---------------

**SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

**L.1 REQUESTS FOR QUALIFICATIONS**

**L.1.1 Most Advantageous to the District**

The District is issuing this Request for Qualifications prior to the issuance of a Request for Proposals for the DB Package Consulting Contract. This selection process will determine which prospective contractors are qualified to receive and submit responses to the RFP, based on professional and financial criteria established by the Contracting Officer for pre-qualification of the prospective contractors pursuant to 27 DCMR § 1615. The responsive, responsible offerors whose SOQ submittals conforming to the solicitation are most advantageous to the District, taking into account technical and other qualifications factors, such as experience, management, processes and plans, internal controls, railroad construction and design experience and other requirements, including standards and specifications noted elsewhere in this solicitation, will be included on a short list of pre-qualified offerors which will receive the RFP for the DB Package Consulting Contract.

At least three offerors will be selected as most qualified and invited, by the RFP, to submit proposals for the DB Package Consulting Contract. The District intends to award a single contract pursuant to this RFP.

**L.1.2 Initial Offers**

The District may determine the short list of most-qualified offerors on the basis of initial Qualifications Statements (proposals) received, without discussion. Therefore, each initial offer should contain the offeror’s best terms from a standpoint of technical, responsibility and other relevant factors. The Contracting Officer may conduct oral or written discussions with prospective contractors who submitted responses to the RFQ. If the Contracting Officer conducts discussions, he shall conduct discussions with all prospective contractors who submitted responses to the RFQ and shall do so in accordance with Section L.16. Discussions may address any required qualifications information, including that related to responsiveness and responsibility. The CO may request clarifications of individual responses without engaging in discussions.

**L.2 FORM, ORGANIZATION AND CONTENT OF STATEMENTS OF QUALIFICATIONS**

One original, one electronic copy on a flash drive and five (5) hard copies of the written proposals shall be submitted by hand delivery to the DDOT Bid Room, 55 M Street, S.E., Washington, D.C. 20003, 4<sup>th</sup> floor. Proposals shall be typewritten in 12 point font size on 8.5” by 11” bond paper and limited to thirty (30) pages. Telephonic, telegraphic, and facsimile submissions will not be accepted. Each offer shall be submitted in a sealed envelope conspicuously marked: ***"Proposal (Statement of Qualifications) in Response to Solicitation No. DCKA-2015-Q-0078, H Street Bridge NE Project, [Offeror Name]."***

<b>Request for Qualifications</b>	<b>Document No:</b> DCKA-2015-Q-0078	<b>Caption:</b> Consulting Services for the H Street, N.E. Bridge Design-Build Project	Page 38 of 61
-----------------------------------	---	--	---------------

Offerors are directed to the specific evaluation criteria found in Section M of this solicitation, Evaluation Factors. The offeror shall respond to each factor in a way that will allow the District to evaluate the offeror’s responsive proposal. The offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program services and supplies and delivery thereof. The information requested below for the proposal shall facilitate evaluation for all proposals. The Statement of Qualifications must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the offeror proposes to fully meet the technical requirements in Section C and all other requirements of the RFQ.

**L.2.1 Proposal Instructions:**

**L.2.1.1 Statements of Qualifications**

The Statement of Qualifications (proposal) shall include all information prescribed in this Section L and shall be organized in accordance with the subsection headings in L.2.1.1. After receipt of the Qualifications Statements, the Contracting Officer may, in his discretion, request additional or supplementary qualifications information relating to any technical and responsibility or responsiveness requirements. Any such request, except a request for clarification, constitutes discussions pursuant to Sections M.1 and L.16.

**L.2.1.1.1 Letter of Submittal**

The Offeror’s Letter of Submittal shall be on the Offeror’s letterhead and include the following information and supporting documentation:

- A.** The Offeror’s expression of interest in being selected for the Project and brief summary of Qualifications.
- B.** Designation of the individual who will serve as the Offeror’s Point of Contact (POC), including the POC’s title, address, phone and email address.
- C.** The signature of the authorized representative of the Offeror’s organization. All signatures shall be original and signed in ink.
- D.** Completed Tax Certification Affidavit (Attachment J.5) and Bidder/Offeror Certification Form (Attachment J.6).
- E.** A summary statement of the Offeror’s financial capability, based upon the attached Certified Financial Statements of Offeror and other relevant evidence of Offeror’s financial responsibility demonstrating Offeror’s ability to perform the work if awarded the contract (see Section L.19, General Standards of Responsibility).

<b>Request for Qualifications</b>	<b>Document No:</b> DCKA-2015-Q-0078	<b>Caption:</b> Consulting Services for the H Street, N.E. Bridge Design-Build Project	Page 39 of 61
-----------------------------------	---	--	---------------

- F.** A statement that the Offeror is committed to achieving the Disadvantaged Business Enterprise (DBE) participation goal of 15% as detailed in Attachment J.10 to this RFQ.
- G.** The statement (as an attachment to the letter of submittal) required by 23 CFR § 636.116 regarding all potential organization conflicts of interest of the Prospective Contractor, including all relevant facts concerning any past, present, or currently planned interests that may present an organizational conflict of interest, as required at Section L.24.
- H.** Demonstrate by a commitment from a qualified insurer or the like that the Offeror is able to provide the insurance coverage to be specified in the RFP, which will include at a minimum: commercial general liability, workers' compensation and employer's liability; bodily injury/property damage and comprehensive business auto liability, professional liability coverage, builder's risk, and pollution liability on the terms stated in the model clause at Attachment J.12. Subcontractor insurance requirements also will be specified in the RFP. DDOT and its members, directors, officers, employees, agents and Project consultants must be additional insured, except on the professional liability policy.
- I.** Identification of the Prospective Contractor's structure as a corporation, LLC, general partnership, joint venture, or other form of organization. If creation of a joint venture is in process but not yet formed, describe in detail the anticipated structure. Identify the team members who will undertake the financial responsibility for the Project and describe any liability limitations.
- J.** A statement (as an attachment to the letter of submittal) in which Offeror separately acknowledges, by name and date, receipt of each amendment to the RFQ.

**L.2.1.1.2 Project Understanding and Management Plan**

- A.** Provide a general discussion of its understanding of the tasks involved in the Project and, in particular, the Scope of Services described in Section C.2, and demonstrate comprehension of the concept and context of the entire project, as it relates to the requirements stated in this RFQ and the information in the Union Station Master Plan, which includes information about the H Street NE Bridge Project,. Offerors should identify three (3) most critical potential issues on the Project. Illustrate clearly and concisely the technical and institutional elements that must be addressed by the Consultant and DDOT to achieve a successful

<b>Request for Qualifications</b>	<b>Document No:</b> DCKA-2015-Q-0078	<b>Caption:</b> Consulting Services for the H Street, N.E. Bridge Design-Build Project	Page 40 of 61
-----------------------------------	---	--	---------------

completion of the Project. In discussing the understanding of the tasks described in Section C.2, provide the following specific items of information:

1. Examples of assisting an agency with the tasks described in Section C.1.2.
2. Survey: Provide examples of research, recover, and confirm existing available horizontal and vertical control.
3. Provide examples of your aerial mapping work that was completed under the direction of a Licensed Professional Land Surveyor, with District of Columbia experience preferred, and that complies with the standards in Section C.2.3.5.4.
4. Provide examples of horizontal and vertical control work that complies with the standards set forth in Section C.2.3.6.a.
5. Evidence of experience using mapping products that comply with ASPRS (Map) Accuracy Standards – Class I standards and certified by a Certified Photogrammetrist. Demonstrate experience with the survey accuracy standards set forth in Section C.2.3.6.c.
6. Provide examples of experience with the map products shown in the table at Section C.2.3.7.
7. Provide examples of a topographic survey meeting the standards and including the features described in Section C.2.3.8.
8. Provide examples of a property boundary mosaic including the items described in Section C.2.3.9.
9. Explain your experience using all electronic drawing symbology conforming to the SHA CADD standards.
10. Geotechnical: Demonstrate experience with the information and standards described in Section C.2.4.
11. Provide examples of experience developing and implementing a utility designation program within a project area, and with providing concepts for locating utilities on a bridge and bridge approaches.
12. Provide examples of conducting public meetings, including the tasks described in Section C.2.8.

<b>Request for Qualifications</b>	<b>Document No:</b> DCKA-2015-Q-0078	<b>Caption:</b> Consulting Services for the H Street, N.E. Bridge Design-Build Project	Page 41 of 61
-----------------------------------	---	--	---------------

13. Explain your experience with the required environmental process with NEPA studies, including technical support to the agency for their preparation of the Categorical Exclusion (CE) and or complete NEPA study. Explain your experience providing bi-weekly status reports for the CE-2 technical support, and conducting independent NEPA studies.
  14. Explain your experience with conducting independent “value engineering” studies and identifying potential “value engineering” opportunities.
  15. Provide evidence of experience performing the tasks described in Section C.2.11.1 – C.2.11.4.
- B. Discuss understanding of the Quality Assurance/Quality Control requirements for the Project in terms of Design, Design Review, and Record Keeping.
- C. Discuss in detail the Management Plan to be employed to effectively supervise all aspects of the project from Contract Award to Project Close-out. The management plan should:
1. Outline key community relations issues and the process that will be taken to address them.
  2. Explain understanding of Partnering and how it could be implemented for specific tasks and issues on the Project.
  3. Provide an Organizational Chart which outlines the “chain of command,” identifies the major functions to be performed, and the associated reporting relationships.

**L.2.1.1.3 Past Performance and Prior Experience:**

- A. The Offeror should provide key examples and a description of key personnel’s experience in preparing design/build packages. In particular, offerors shall provide examples and descriptions of design/build projects its key personnel worked on.
- B. The offeror should detail its experiences in preparing Design Build packages in connection with a procurement project of a similar size, dollar value, and complexity as the H Street Bridge Replacement Project. The information shall include project size, budget and role of the firm.

<b>Request for Qualifications</b>	<b>Document No:</b> DCKA-2015-Q-0078	<b>Caption:</b> Consulting Services for the H Street, N.E. Bridge Design-Build Project	Page 42 of 61
-----------------------------------	---	--	---------------

- C. The offeror should detail its experiences in working with government clients, such as the District of Columbia or other jurisdictions and working collaboratively with such jurisdictions.
- D. Three references that can speak to the key personnel’s past performance in achieving a high degree of customer satisfaction of offeror’s performance on projects of comparable size, technical nature, and complexity.
- E. Information should be submitted on the Consultant Experience Questionnaire Form (Attachment J.7). A narrative description may accompany the Consultant Experience Questionnaire Form for each project; narrative should be limited to one page per project.
- F. Only offerors that meet the experience Minimum Requirement of consulting services for RFP Development for a Design Build transportation project with at-least a construction value of \$100 million or more that have reached completion or substantial completion within the last ten (10) years will be considered for this solicitation.

**L.2.1.1.4 Key Personnel and Staffing Plan**

**Key Personnel.** The Offeror shall identify and submit resumes of all key personnel and staff that are available to start work immediately upon contract award or evidence that the Offeror has the ability to recruit qualified staff and key personnel that will be available within a reasonable time after contract award. The Offeror may designate such Key Personnel as it chooses but must identify Key Personnel for the following positions:

1. Project manager, Min. 20 years’ experience managing design and or construction of design-build projects
2. Sr. Bridge Engineer, Min. 20 years’ experience designing accelerated bridge projects
3. Utility engineer, Min. 10 years’ experience coordinating with Amtrak, WMATA, and other utility companies
4. Sr. Civil Engineer, Min. 20 years’ experience designing projects
5. Senior Construction Engineer, 20 years’ experience managing construction of design-build projects
6. Sr. Traffic Engineer, Min. 10 years’ experience designing projects

<b>Request for Qualifications</b>	<b>Document No:</b> DCKA-2015-Q-0078	<b>Caption:</b> Consulting Services for the H Street, N.E. Bridge Design-Build Project	Page 43 of 61
-----------------------------------	---	--	---------------

Resumes must identify technical qualifications, education and experience having relevance to the requirements herein. Each resume shall contain, at a minimum, the following information:

1. Name and position
2. Educational background, including academic degrees and the year conferred.
3. Technical training, including program year completions
4. Years of applicable experience
5. Immediate availability
6. History of applicable employment experience and the technical qualifications relevant to the requirements herein.
7. History of other experience and professional accomplishments that the Offeror may wish to present to demonstrate the qualifications of the proposed candidate.

**L.2.1.2 Pricing**

Pricing will not be solicited for the Statements of Qualifications. Pricing, including pricing for option periods, will be solicited in response to a subsequent RFP for the DB Package Contract.

**L.2.1.3 FINANCIAL RESPONSIBILITY**

Offerors shall submit audited financial statements and a comprehensive Dun & Bradstreet report and additional information needed to satisfy the financial-responsibility requirements of section L.19, General Standards of Responsibility. Also Offerors shall demonstrate the ability to provide appropriate insurance for the DB Consulting Package work as indicated in L.2.1.1.1. **This is a pass/fail criterion.**

**L.3 STATEMENT OF QUALIFICATIONS SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS**

**L.3.1 Submission of RFQ Proposals**

Proposals must be submitted so that they are received at the DDOT Bid Room, 55 M Street, S.E., Washington, D.C. 20003, 4<sup>th</sup> floor, no later than **2:00 PM on March 24, 2016**. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

<b>Request for Qualifications</b>	<b>Document No:</b> DCKA-2015-Q-0078	<b>Caption:</b> Consulting Services for the H Street, N.E. Bridge Design-Build Project	Page 44 of 61
-----------------------------------	---	--	---------------

1. The proposal or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;
2. The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or
3. The proposal is the only proposal received.

**L.3.2 Withdrawal or Modification of Proposals**

An offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date for receipt of proposals.

**L.3.3 Postmarks**

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or request for withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the offeror can furnish evidence from the postal authorities of timely mailing.

**L.3.4 Late Modifications**

A late modification of a successful proposal, which makes its terms more favorable to the District, shall be considered at any time it is received and may be accepted.

**L.3.5 Late Proposals**

A late proposal, late modification or late request for withdrawal of an offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.

**L.4 EXPLANATION TO PROSPECTIVE OFFERORS**

If a prospective offeror has any questions relative to this solicitation, the prospective offeror shall submit the question in writing to the contact person, identified on page one. The prospective offeror shall submit questions no later than **ten (10) days** prior to the closing date

Request for Qualifications	Document No: DCKA-2015-Q-0078	Caption: Consulting Services for the H Street, N.E. Bridge Design-Build Project	Page 45 of 61
----------------------------	----------------------------------	---	---------------

and time indicated for this solicitation. The District will not consider any questions received less than **ten (10) days** before the date set for submission of proposals. The District will furnish responses promptly to all prospective offerors. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective offerors. Oral explanations or instructions given before selection of the short list of most-qualified offerors will not be binding on the District.

**L.5 FAILURE TO SUBMIT OFFERS**

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Contracting Officer whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, DDOT of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the Contracting Officer, DDOT that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

**L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA**

**L.6.1** Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

**"This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.**

**"If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."**

**L.6.2** Offeror shall mark each sheet of data it wishes to restrict with the following legend:

**"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."**

<b>Request for Qualifications</b>	<b>Document No:</b> DCKA-2015-Q-0078	<b>Caption:</b> Consulting Services for the H Street, N.E. Bridge Design-Build Project	Page 46 of 61
-----------------------------------	---	--	---------------

**L.7 [NOT USED]**

**L.8 PROPOSAL PROTESTS**

Any actual or prospective offeror or Consultant, who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 441 4th Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

**L.9 SIGNING OF PROPOSALS**

The offeror shall sign the proposal by printing or typing its name on the Letter of Submittal prescribed at Section L.2.1.1. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

**L.10 UNNECESSARILY ELABORATE PROPOSALS**

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

**L.11 RETENTION OF PROPOSALS**

All proposal documents will be the property of the District and retained by the District, and therefore will not be returned to the offerors.

**L.12 PROPOSAL COSTS**

The District is not liable for any costs incurred by the offerors in submitting proposals in response to this solicitation.

<b>Request for Qualifications</b>	<b>Document No:</b> DCKA-2015-Q-0078	<b>Caption:</b> Consulting Services for the H Street, N.E. Bridge Design-Build Project	Page 47 of 61
-----------------------------------	---	--	---------------

**L.13 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS**

In addition to other proposal submission requirements, the offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code § 2-534, in order for the District to comply with § 2-536(b) that requires the District to make available electronically copies of records that must be made public. The District’s policy is to release documents relating to District proposals following award of the contract, subject to applicable FOIA exemption under § 2-534(a)(1).

**L.14 [NOT USED]**

**L.15 ACKNOWLEDGMENT OF AMENDMENTS**

The offeror shall acknowledge receipt of all amendments to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment numbers and dates in an attachment to the proposal (Statement of Qualifications); or (c) by letter, fax or e-mail from an authorized negotiator. The District must receive the acknowledgment by the date and time specified for receipt of proposals. An offeror’s failure to acknowledge an amendment may result in rejection of its offer.

**L.16 DISCUSSIONS – BEST AND FINAL OFFERS**

If, subsequent to receiving original proposals, discussions are conducted as provided in Sections M.1 and L.1.2, all offerors who submitted responses to the RFQ will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and final offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provisions of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the CO determines that it is clearly in the District’s best interest to do so, *e.g.*, it is clear that information available at that time is inadequate to reasonably justify Consultant selection as most qualified based on the best and final offers received or the CO determines, in his discretion, that one or more offerors might reasonably improve their proposals. If discussions are reopened, the CO shall issue an additional request for best and final offers to all offerors who submitted responses to the RFQ.

**L.17 LEGAL STATUS OF OFFEROR**

Each proposal must provide the following information:

**L.17.1** Name, address, telephone number and federal tax identification number of offeror;

<b>Request for Qualifications</b>	<b>Document No:</b> DCKA-2015-Q-0078	<b>Caption:</b> Consulting Services for the H Street, N.E. Bridge Design-Build Project	Page 48 of 61
-----------------------------------	---	--	---------------

**L.17.2** A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. This mandate also requires the offeror to provide a copy of the executed “Clean Hands Certification” that is referenced in D.C. Official Code §47-2862, if the offeror is required by law to make such certification. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

**L.17.3** If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

**L.18 FAMILIARIZATION WITH CONDITIONS**

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Consultants will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

**L.19 GENERAL STANDARDS OF RESPONSIBILITY**

To be considered most qualified, an offeror must demonstrate to the satisfaction of the District its capability in all respects to perform fully the RFP requirements indicated in this RFQ; therefore, the prospective Consultant must submit the documentation listed below with its Qualifications Statement or, if the CO opens discussions and requests supplementary information, within five (5) days of the request by the District. Offerors must be determined to be financially and professionally responsible by the Contracting Officer before being placed on the short list of offerors to receive the RFP.

**L.19.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

**L.19.2** Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

**L.19.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

<b>Request for Qualifications</b>	<b>Document No:</b> DCKA-2015-Q-0078	<b>Caption:</b> Consulting Services for the H Street, N.E. Bridge Design-Build Project	Page 49 of 61
-----------------------------------	---	--	---------------

**L.19.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.

**L.19.5** Evidence of a satisfactory performance record, record of integrity and business ethics.

**L.19.6** Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

**L.19.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.

**L.19.8** If the prospective Consultant fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective Consultant to be non-responsible and therefore not qualified to be selected as a most-qualified offeror.

**L.20 PRE-PROPOSAL CONFERENCE**

An optional pre-proposal conference will be held for this project **on February 22, 2016, from 10:00AM – 12:00PM in Room 439A** at DDOT, 55 M Street, S.E, Washington, D.C. 20003.

**L.21 ADVISORY AND ASSISTANCE SERVICES**

The DB Consulting Package contract resulting from this RFQ and the subsequent RFP will be a “non-personal services contract”. The Consultant and the Consultant’s employees: (1) shall perform the services specified herein as independent Consultants, not as employees of the government; (2) shall be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, financial requirements or constraints attendant to the performance of this contract; (3) shall be free from supervision or control by any government employee with respect to the manner or method of performance of the service specified; but (4) shall, pursuant to the government’s right and obligation to inspect, accept or reject work, comply with such general direction of the CO, or the duly authorized representative of the CO as is necessary to ensure accomplishment of the contract objectives.

<b>Request for Qualifications</b>	<b>Document No:</b> DCKA-2015-Q-0078	<b>Caption:</b> Consulting Services for the H Street, N.E. Bridge Design-Build Project	Page 50 of 61
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**L.22 ETHICAL OBLIGATIONS AND LEGAL CONFLICTS OF INTEREST**

The Consultant agrees that it shall recognize that in the performance of the DB Consulting Package contract it may receive certain information submitted to the District government on a proprietary basis by third parties, information which relates to potential or actual claims against the District government, or information which relates to matters in dispute or litigation. Unless the District consents to a particular disclosure, the Consultant shall use such information exclusively in the performance of the contract and shall forever hold inviolate and protect from disclosure all such information, except disclosures required by applicable law or court order. The Consultant also agrees that, to the extent it is permitted to disclose such information, it will make such disclosures only to those individuals who need to know such information in order to perform required tasks in their official capacity and will restrict access to such information to such individuals.

**L.23 NON-PARTICIPATION IN DB CONTRACT – POTENTIAL CONFLICTS OF INTEREST**

Pursuant to 23 CFR 636.116, consultants and subconsultants who assist DDOT in the preparation of the RFP document or supporting documents, or similar documents, will not be allowed to participate on a prospective DB Contractor's team or to compete for the ultimate DB contract for the design and construction of the H Street, N.E. Bridge Project.

Prospective Contractors must provide information regarding all potential organization conflicts of interest in their Statements of Qualifications, including all relevant facts concerning any past, present, or currently planned interests that may present an organizational conflict of interest, as required by 23 CFR 636.116. The Contracting Officer will determine whether an organizational conflict of interest exists and what actions are necessary to avoid, neutralize, or mitigate such conflict. See 27 DCMR 2222.

<b>Request for Qualifications</b>	<b>Document No:</b> DCKA-2015-Q-0078	<b>Caption:</b> Consulting Services for the H Street, N.E. Bridge Design-Build Project	Page 51 of 61
-----------------------------------	---	--	---------------

**SECTION M: EVALUATION PROCEDURES AND FACTORS**

**M.1 EVALUATION FOR SELECTION AS MOST QUALIFIED – EVALUATION PROCEDURE**

A solicitation (RFP) seeking proposals for the DB Package Consulting Contract will be issued to at least three of the most qualified, responsible offerors pursuant to this RFQ whose offers are most advantageous to the District based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the selections. Rather, the total scores will guide the District in making intelligent selection decisions based upon the evaluation criteria.

At any time after receipt of SOQs, the Contracting Officer may, in his sole discretion, conduct oral or written discussions with prospective Contractors which submit SOQs in response to this RFQ. If conducted, discussions will be conducted with all offerors and may include requests for additional information during the evaluation process, including information that may cure initial nonresponsiveness and/or failure to meet pass/fail criteria.

Upon receipt of the Statements of Qualifications (SOQs), the Contracting Officer will review each SOQ for responsiveness. Failure to meet the submission requirements of this RFQ in initial proposals or during discussions may cause the Contracting Officer to make a determination that a prospective contractor's SOQ is non-responsive, resulting in that prospective contractor being disqualified from further consideration. Each SOQ found to be responsive will then be provided to the Technical Evaluation Panel for review and scoring.

Each evaluator will independently review and score each individual prospective contractor's SOQ against the evaluation factors established in Section M.3 of this RFQ. The Evaluation Panel will rate each prospective contractor's SOQ as noted previously and will make consensus recommendations to the Contracting Officer based on its analysis as to whether a prospective contractor should be prequalified to advance to the second phase as a short-listed team and receive the RFP.

DDOT's Evaluation Panel will rate each prospective contractor's SOQ as noted previously and will make consensus recommendations to the Contracting Officer based on its analysis as to whether a prospective Contractor should be prequalified to advance to the second phase as a short-listed team and receive the RFP. Following completion of the individual scoring and the consensus meeting, the Evaluation Panel will present the Panel's individual score sheets and consensus summary score sheets for each SOQ scored, along with the Evaluation Panel's short-list recommendations to the Contracting Officer.

The Contracting Officer will evaluate the financial and professional responsibility of each prospective contractor that responds to this RFQ, and, upon receipt of the recommendations of the Technical Evaluation Panel, rank them in writing from the most qualified to the least qualified on

the basis of the information provided, and determine which prospective contractors are among the three-or-more most qualified prospective contractors selected to proceed to the RFP phase.

## M.2 TECHNICAL RATING

M.2.1 The Technical Rating Scale is as follows:

<u>Numeric Rating</u>	<u>Adjective</u>	<u>Description</u>
0	Unacceptable	Fails to meet minimum requirements; e.g., no demonstrated capacity, major deficiencies which are not correctable; offeror did not address the factor.
1	Poor	Marginally meets minimum requirements; major deficiencies which may be correctable.
2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	Acceptable	Meets requirements; no deficiencies.
4	Good	Meets requirements and exceeds some requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

M.2.2 The technical rating is a weighting mechanism that will be applied to the point value for each evaluation factor to determine the offeror's score for each factor. The offeror's total technical score will be determined by adding the offeror's score in each evaluation factor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, using the Technical Rating Scale above, if the District evaluates the offeror's response as "Good," then the score for that evaluation factor is 4/5 of 40 or 32.

If subfactors are applied, the offeror's total technical score will be determined by adding the offeror's score for each subfactor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, with two subfactors of twenty (20) points each, using the Technical Rating Scale above, if the District

<b>Request for Qualifications</b>	<b>Document No:</b> DCKA-2015-Q-0078	<b>Caption:</b> Consulting Services for the H Street, N.E. Bridge Design-Build Project	Page 53 of 61
-----------------------------------	---	--	---------------

evaluates the offeror’s response as “Good” for the first subfactor and “Poor” for the second subfactor, then the total score for that evaluation factor is 4/5 of 20 or 16 for the first subfactor plus 1/5 of 20 or 4 for the second subfactor, for a total of 20 for the entire factor.

**M.3 EVALUATION CRITERIA**

**M.3.1. ACCEPTANCE CRITERIA**

The technical criteria considers the Offeror’s knowledge of current industry and technical expertise and approach, as well as Corporate Experience, Past Performance, Management Plan, Quality Assurance, Staffing Plan and Key Personnel. Proposals will be evaluated based on the following evaluation factors in the manner described below:

**M.3.1.1 TECHNICAL CRITERIA (100 Points Maximum)**

**In descending order of importance:**

- M.3.1.1a** Experience in drafting, advising, and providing requested litigation support in connection with solicitations for design/build projects, where the solicitation includes the use of a Visual Quality Concepts (VQC) submission and evaluation process, and an Alternate Technical Concepts (ATC) submission evaluation process. **(20 Points)**
- M.3.1.1b** Similar project experience with size, type, and complexity of the Reconstruction Project for H Street Bridge NE, from North Capitol to 3rd Street NE. **(20 Points)**
- M.3.1.1c** Key Personnel and staff experience to meet technical requirements and schedule requirements. **(15 Points)**
- M.3.1.1d** Experience providing design for transportation projects with significant external constraints, including major roadway crossings, rail/transit crossings, streetscape improvements, and rail segments that share commercial roadways with other vehicles. **(15 Points)**
- M.3.1.1e** Experience with cost estimation, risk assessment, environmental analysis, and contract document preparation for projects similar size and value (\$100 million or more) of the H Street Bridge NE Project. **(10 Points)**
- M.3.1.1.f** Technical expertise and approach to be provided by Offeror to perform DDOT’s requirements for the Scope of Services as described in Section C.2 of this Solicitation. Completeness of discussion of proposed scope of services, including additional documentation requested in Section L.2.1.1.2.A. Knowledge of DDOT

<b>Request for Qualifications</b>	<b>Document No:</b> DCKA-2015-Q-0078	<b>Caption:</b> Consulting Services for the H Street, N.E. Bridge Design-Build Project	Page 54 of 61
-----------------------------------	---	--	---------------

procedures and requirements as indicated in the discussion of the scope of services. **(10 Points)**

**M.3.1.1.g** Experience in the coordination of construction in a highly regulated urban environment with stakeholders such as DDOT, other local and national regulatory agencies, and operators of major roadways and facilities. **(5 Points)**

**M.3.1.1h** Understanding of the Quality Assurance/Quality Control requirements for the Project in terms of Design, Design Review, and Record Keeping. **(5 Points)**

**M.3.2 TOTAL POINTS**  
Total points shall be the cumulative total of the offeror's technical criteria points.

**M.3.3 EVALUATION OF PRICE**

Price will not be evaluated at this phase. The District will evaluate offers in response to a subsequent RFP for award purposes by evaluating the total price for all options as well as the base period. Evaluation of options shall not obligate the District to exercise them. The total District requirements may change during the option months. Quantities to be awarded will be determined at the time each option is exercised.

**M.3.4 MINIMUM REQUIREMENTS**

Only offerors that meet the experience Minimum Requirement of consulting services for RFP Development for a Design Build transportation project with at least a construction value of \$100 million or more that has reached completion or substantial completion within the last ten (10) years will be considered for selection for the short list of most-qualified offerors under this solicitation.

<b>Request for Qualifications</b>	<b>Document No:</b> DCKA-2015-Q-0078	<b>Caption:</b> Consulting Services for the H Street, N.E. Bridge Design-Build Project	Page 55 of 61
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**J.10 - Attachment F**

**PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISE ND  
NON-DISADVANTAGED BUSINESS ENTERPRISE FIRMS**

Policy: The District Department of Transportation (DDOT) has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The District Department of Transportation (DDOT) has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the District Department of Transportation (DDOT) has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the District Department of Transportation (DDOT) to ensure that DBEs are defined in part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It's also our policy:

- > To ensure nondiscrimination in the award and administration of DOT - assisted contracts;
- > To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
- > To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
- > To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBE's;
- > To help remove barriers to the participation of DBEs in DOT assisted contracts;
- > To assist the development of firms that can compete successfully in the market place outside the DBE Program.

Lisa Gregory, Esq., Chief, Office of Civil Rights has been delegated as the DBE Liaison Officer. In that capacity, the Chief, Office of Civil Rights is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the District Department of Transportation (DDOT) in its financial assistance agreements with the U.S. Department of Transportation.

<b>Request for Qualifications</b>	<b>Document No:</b> DCKA-2015-Q-0078	<b>Caption:</b> Consulting Services for the H Street, N.E. Bridge Design-Build Project	Page 56 of 61
-----------------------------------	---	--	---------------

The District Department of Transportation (DDOT) has disseminated this policy statement to the DDOT's Executive Team and all of the components of our organization. We have distributed this statement to DBE and non-DBE business communities that perform work for us on DOT-assisted contracts on The District Department of Transportation (DDOT) website and on the agency bidders' document.

Sincerely,



Leif A. Dormsjo  
Director, District Department of Transportation

Request for Qualifications	Document No: DCKA-2015-Q-0078	Caption: Consulting Services for the H Street, N.E. Bridge Design-Build Project	Page 57 of 61
----------------------------	----------------------------------	---	---------------

**Definitions** -The following definitions apply to this contract:

- A. **"Disadvantaged business"** means a small business concern, (a) which is at least fifty-one percent (51%) owned by one or more socially and economically disadvantaged individuals or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
  
- B. **"Small business concern means"**, with respect to firms seeking to participate as DBEs in DOT-assisted contracts, a small business concern as defined pursuant to section 3 of the Small Business Act and Small Business Administration regulations implementing it (13 CFR part 121) that also does not exceed the cap on average annual gross receipts specified in § 26.65(b).
  
- C. **Socially and economically disadvantaged individual** means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is-  
 Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis.  
 Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:  
 "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;  
 "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;  
 "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;  
 "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;  
 "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;  
 Women;  
 Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

The Contracting Officer shall make a rebuttable prerogative that individuals in the above groups are socially and economically disadvantaged. This prerogative shall be based on criteria set forth in 49 CFR Part 26. The Contracting Officer also may determine, on a case-by-case basis, that individuals who are not members of one of the above groups are socially and economically disadvantaged.

**PROMPT PAYMENT/DBE CONTRACT COMPLIANCE SYSTEM**

Prompt Payment: The prime Consultant agrees to pay each subconsultant under this prime contract for satisfactory performance of its contract no later than no later than 7 days from the receipt of each payment the prime contract receives from The District Department of Transportation (DDOT) .The prime Consultant agrees further to return retainage payments to each subconsultant within no later than 7 days after the Sub-Consultant work is satisfactorily completed. Any delay or postponement of

<b>Request for Qualifications</b>	<b>Document No:</b> DCKA-2015-Q-0078	<b>Caption:</b> Consulting Services for the H Street, N.E. Bridge Design-Build Project	Page 58 of 61
-----------------------------------	---	--	---------------

payment from the above referenced time frame may occur only for good cause following written approval of the DDOT. This clause applies to both "DBE and Non-DBE subcontracts." Failure to do so shall be grounds for appropriate action against the party involved (*e.g.*, findings of non-responsibility for future contracts and/or suspension and debarment).

DBE Contract Compliance System: This contract is subject to contract compliance tracking, and the prime Consultant and any Sub-Consultant are required to provide any noted and/ or requested contract compliance-related data electronically in the Contract Compliance System. The prime Consultant and all Sub-Consultant are responsible for responding by any noted response date or due date to any instructions or request for information, and to check the Contract Compliance System on a regular basis to manage contact information and contract records. The prime Consultant is responsible for ensuring all Sub-Consultant have completed all requested items and that their contact information is accurate and up-to-date. District DOT's Office of Civil Rights may require additional information related to the contract to be provided electronically through the system at any time before, during, or after contract award.

Information related to Consultant access of the system will be provided to a designated point of contact with each Consultant upon award of the contract. The Contract Compliance System is web-based and can be accessed at the following Internet address: <https://ddot.dbesystem.com>

The Prime must upload and report the following items:

Prime must report all payments to Sub-Consultant to the Contract Compliance System by the 15th of the month for the previous month activity under this project. All payment must be reported on the Contract Compliance System monthly even if no activity for a month.

Upload all signed agreements between the Prime and the non-DBE subcontracts on the Contract Compliance System.

Copies of all cancelled check payments to all Sub-consultants should be forwarded to the Office of Civil Rights [Mohammed.Kabir@dc.gov](mailto:Mohammed.Kabir@dc.gov) by the 15th of the month for the previous month's activity. A form MUST be completed monthly even if no activity for a month. Failure to do so shall be grounds for appropriate action against the party involved (*e.g.*, findings of non-responsibility for future contracts and/or suspension and debarment).

This online system allows vendors to actively support our efforts to achieve diversity participation, maintain accurate contact information, and report subconsultant payment details. As a Prime Vendor, you are required to log in to review and update certain specific information regarding payments to your Sub-Consultant, and all contact information (name, address, phone, fax, email) for your firm and the Sub-Consultant. You can also identify who in your firm should be our main contact for each of your contracts. To begin, follow the steps below:

Visit <https://ddot.dbesystem.com>. Follow the on-screen directions to look up your account and then access the secure system. Contact Customer Support via any of the system links if you have any questions while attempting to access your account.

Review and update all contact and contract information as necessary for your firm and Sub-Consultant.

<b>Request for Qualifications</b>	<b>Document No:</b> DCKA-2015-Q-0078	<b>Caption:</b> Consulting Services for the H Street, N.E. Bridge Design-Build Project	Page 59 of 61
-----------------------------------	---	--	---------------

Ask your Sub-Consultant to log in to review and confirm amount reported for each time period. Your firm MUST log into the system to review and update the required information within 10 business days. Please be advised that as the Prime Vendor, you are responsible for ensuring that all required information is entered, that it is accurate, and that your Sub-Consultant verify payments received. Failure to cooperate with the Office of Civil Rights may result in breach of contract. Each month from contract award until close out you are also required to log-in and report payment information. Payment information is reported by completing the pending Contract Audits which can be accessed from your Dashboard by clicking on "Contract Audits". For each monthly audit, click on "Incomplete" in the Status column and report the amounts paid to each sub-consultant during the month. You will also report the amount paid to you as the prime for the time period. Repeat these steps for any additional incomplete audits on this or additional contracts that are assigned to you in the system.

You may also register for upcoming training sessions to learn more about system functionality, as well as classes that focus specifically on reporting payment to Sub-Consultant. To register, click on "Training Classes" under Help & Tools from any screen in the system and click RSVP next to the "Contract Compliance Reporting - Vendor Training." You can also access the training classes without logging in here <https://cookcounty.diversitycompliance.com/events.asp> Additional information is available by clicking on the "Information for Vendors" link on the right-hand side of the home page under System Links.

There is no cost to Consultants for this service. You may add as many users to your account as necessary to report and view contract compliance data (please do not share accounts between people). If you require technical assistance during the process, please use the online support form or email [DDOT@dbesystem.com](mailto:DDOT@dbesystem.com).

To obtain additional information on DBE Compliance, please contact the Office of Civil Rights:

Mohammed Kabir, PHR/ Sr. EO Local and Federal Compliance Officer  
Office of Civil Rights  
District Department of Transportation  
55 M Street, SE, 3rd floor  
Washington, DC 20003  
(202) 299-2190  
[Mohammed.Kabir@dc.gov](mailto:Mohammed.Kabir@dc.gov)

**CONTRACT ASSURANCE / DBE CONTRACT GOALS:  
CONTRACT ASSURANCE**

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

Furthermore, Title VI of the Civil Rights Act of 1964 assures that no person or group of persons may, on the grounds of race, color, national origin, sex, age, handicap or disability, be excluded from participation

<b>Request for Qualifications</b>	<b>Document No:</b> DCKA-2015-Q-0078	<b>Caption:</b> Consulting Services for the H Street, N.E. Bridge Design-Build Project	Page 60 of 61
-----------------------------------	---	--	---------------

in, be denied the benefits of, or be otherwise subjected to discrimination under any and all programs or activities administered by DDOT. For further information regarding Title VI, please contact the Office of Civil Rights, 55 M Street S.E. 3rd Floor. Washington, DC 20003. Our telephone number is: (202) 671-2620

The above information is applicable to every Consultant including every tier of sub-consultants, Sub-Consultant, supplier or service providers on this project. It is the responsibility of the prime Consultant, and all sub-consultants, Sub-Consultant, suppliers and service providers to ensure equal opportunity for all firms to participate on this project.

RACE/ GENDER NEUTRAL GOAL

There is no specific numerical DBE goal assigned to this project. While no numeric DBE goal is assigned to this contract, the Contractor, sub-recipient, subcontractor or sub-consultant should make every reasonable effort to solicit DBE firms to participate as subcontractor, Sub-Consultant, service providers and suppliers on this project.

The Contractor may find DBE firms certified by the DDOT Unified Certification Program in DDOT's Disadvantaged Business Enterprise (DBE) Directory. The DBE Directory can be found at the following website:

DBE Directory:

Our DBE Directory is a great resource for our Prime Contractors to identify partners that are DBE Certificated with District Department of Transportation and Washington Metropolitan Area Transit Authority. Our DBE Directory is updated daily.

<http://ddotfiles.com/db/DBE/dbe.php>

If a proposed partner from the Prime Contractors is not in the DDOT DBE Directory. Please contact our office:

Luisa Portillo, Equal Opportunity/DBE Program Specialist  
 DDOT Office of Civil Rights  
 55 M Street, S.E., 3rd Floor  
 Washington, D.C. 20003  
 (202) 671-0630  
[Luisa.Portillo@dc.gov](mailto:Luisa.Portillo@dc.gov)

Catherine Svoboda, DBE & Compliance Specialist  
 WMATA - DBE  
 600 Fifth Street, NW, 3C Washington, DC 20001  
 202-962-1854  
[csvoboda@wmata.com](mailto:csvoboda@wmata.com)  
<http://www.wmata.com/business/disadvantagedbusinessenterprise/dbesearch.cfm>

<b>Request for Qualifications</b>	<b>Document No:</b> DCKA-2015-Q-0078	<b>Caption:</b> Consulting Services for the H Street, N.E. Bridge Design-Build Project	Page 61 of 61
-----------------------------------	---	--	---------------

**J.15 – ATTACHMENT A**

**REQUIRED FEDERAL CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS  
FHWA-1273  
(Revised May 1, 2012)  
(Attached)**

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

**II. NONDISCRIMINATION**

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. 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 contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

The contracting agency 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 the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**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 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 section, 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 section, 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 section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency 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 section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors 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 section.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

##### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. 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 clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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.

b. 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 Federal 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.

2. 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 31 U.S.C. 1352. 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.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.