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| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **AWARD/CONTRACT** | | | | | | | | | | | | CM Consulting Services for Asset Preservation and Preventive Maintenance of Tunnels | | | | | | | | | | | 1 | | | 89 |
| 2. Contract Number | | | | | 3. Effective Date | | | | | | | 4. Requisition/Purchase Request/Project No. | | | | | | | | | | | | | | |
| DCKA-2018-C-0014 | | | | | See Box 20C | | | | | | |  | | | | | | | | | | | | | | |
| 5. Issued By: | | | | | | | Code | | |  | | 6. Administered by (If other than line 5) | | | | | | | | | | | | | | |
| District Department of Transportation  Office of Contracting and Procurement  55 M Street SE, 7th Floor  Washington, DC 20003 | | | | | | | | | | | |  | | | | | | | | | | | | | | |
| 7. Name and Address of Contractor (No. street, city, county, state and Zip Code)  Gannett Fleming Engineers & Architect, P.C.  207 Senate Avenue  Camp Hill, PA 17011-2316 | | | | | | | | | | | | 8. Delivery  FOB Origin Other | | | | | | | | | | | | | | |
|
| 9. Discount for prompt payment | | | | | | | | | | | | | | |
| 10. Submit invoices to the Address shown in  Section G.2 | | | | | | | | ☞ | | | | | Item  PO | |
| Duns No. | | 081073953 | | TIN | | | | | 23-2935505 | | |
| 11. Ship to/Mark For | | | | | | Code | | |  | | | 12. Payment will be made by | | | | | | Code | | |  | | | | | |
| N/A | | | | | | | | | | | |  | | | | | | | | | | | | | | |
| 13. Reserved for future use | | | | | | | | | | | | 14. Accounting and Appropriation Data  ENCUMBRANCE CODE: N/A | | | | | | | | | | | | | | |
| 15A. Item | | 15B. Supplies/Services | | | | | | | | | | 15C. Qty. | | 15D. Unit | | 15E. Unit Price | | | | | | 15F. Amount | | | | |
|  | |  | | | | | | | | | |  | |  | |  | | | | | | | | | | |
|  | |  | | | | | | | | | |  | |  | |  | | | | | |  | | | | |
| Subject to the attached terms and conditions, Fixed Price Guaranteed Maximum Amount of Contract ☞ | | | | | | | | | | | | | | | | | $14,910,590.00**\_** | | | | | | | | | |
| 16. Table of Contents **N/A** | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (X) | Section | | Description | | | | | | | | Page | (X) | Section | | Description | | | | | | | | | Page | | |
| **PART I – THE SCHEDULE** | | | | | | | | | | | | | **PART II – CONTRACT CLAUSES** | | | | | | | | | | | | | |
| X | A | | Contract Form | | | | | | | | 1 | X | I | | Contract Clauses | | | | | | | | |  | | |
| X | B | | Contract Type, Services, Duration and Price/Cost | | | | | | | |  |  | **PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS** | | | | | | | | | | | | | |
| X | C | | Specifications/Work Statement | | | | | | | |  | X | J | | List of Attachments | | | | | | | | |  | | |
| X | D | | Reserved | | | | | | | |  | **PART IV – REPRESENTATIONS AND INSTRUCTIONS** | | | | | | | | | | | | | | |
| X | E | | Inspection and Acceptance | | | | | | | |  |  | K | | Representations, Certifications and Other Statements of Offerors | | | | | | | | | N/A | | |
| X | F | | Deliverables or Performance | | | | | | | |  | N/A | | |
| X | G | | Contract Administration | | | | | | | |  |  | L | | Instructions, conditions & notices to offerors | | | | | | | | | N/A | | |
| X | H | | Special Contract Requirements | | | | | | | |  |  | M | | Evaluation factors for award | | | | | | | | | N/A | | |
| Contracting Officer will complete Item 17 or 18 as applicable | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 17. CONTRACTOR’S NEGOTIATED AGREEMENT (Contractor is  Required to sign this document and return (4) copies to issuing office.) Contractor agrees to furnish and deliver all items, perform all the services set forth or otherwise identified above and on any continuation sheets, for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.) | | | | | | | | | | | | 18.  AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number including the additions or changes made by which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government’s solicitation and your offer, and (b) this award/contract. No further contractual document is necessary. | | | | | | | | | | | | | | |
| 19A. Name and Title of Signer (Type or print)  Arthur Barrett, Senior Vice President | | | | | | | | | | | | 20A. Name of Contracting Officer, DDOT  Margaret Platek | | | | | | | | | | | | | | |
| 19B. Name of Contractor  Gannett Fleming Engineers & Architects, PC.  (Signature of person authorized to sign) | | | | | | | | 19C. Date Signed | | | | 20B. District of Columbia  (Signature of Contracting Officer) | | | | | | | 20C. Date Signed | | | | | | | |

This CONTRACT, entitled D.C. Contract No. DCKA- 2018-C-0014 (“Contract”) entered into this 17 day of January , 2020 by and between the DISTRICT OF COLUMBIA (the “District”), the Office of Contracting and Procurement (“OCP”), on behalf of the District Department of Transportation (“DDOT”) and Gannett Fleming, Inc., of 207 Senate Avenue, Camp Hill, PA 17011-2316 (“Contractor” or “Consultant”) as a contractor for architect and engineering services.

# SECTION B: CONTRACT TYPE, SERVICES, DURATION AND PRICE/COST

* 1. **Contract Type**

This is a fixed-price contract pursuant to 27 DCMR § 2402.2 with a guaranteed maximum ceiling price of $14,910,590, subject to adjustment as defined in the Contract, to provide professional services for Asset Preservation and Preventive Maintenance of Tunnels in the District of Columbia project (the “Project”). The Contract provides for adjustment of the price for additional services not included in the Contract, schedule extensions beyond a certain allowable threshold, and other equitable circumstances as defined in the Contract. The Contract also contains a Contract Line Item Number for a labor hour pool for various contingencies. No contract amount minimum guarantee is made.

* 1. **Requirements**

Delivery or performance shall be made only as authorized in accordance with the terms and conditions of this Contract. For this Contract, DDOT receives 100% federal financial assistance from the Federal Highway Administration, U.S. Department of Transportation (“US DOT”) which makes the Contract subject to US DOT conditions and requirements.

* 1. **Period of Performance**

The period of performance for this contract consists of a base period of two (2) years commencing upon the date of award with three (3) one (1) year options for a potential total of five (5) years.

**B.3.1. Base Period 2 Years**

The base period consists of two (2) years with the period of performance commencing upon the date of award. The base period fixed-price ceiling is $ 7,696,544.

**B.3.2. Option Period 1**

Option period one consists of a twelve-month period immediately following the base period. The option period one fixed-price ceiling is $ 2,738,110.

**B.3.2. Option Period 2**

Option period two consists of a twelve-month period immediately following the option one period. The option period two fixed-price ceiling is $ 1.818,375.

**B.3.3. Option Period 3**

Option period three consists of a twelve-month period immediately following the option two period. The option period three fixed-price ceiling is $ 2,889,284.

**B.4 Price Schedule – Fixed-Price**

**B.4.1 Two-Year Base Period**

| **CLIN** | **Item Description** | **Start** | **End** | **Unit** | **Subtotal Base Period** |
| --- | --- | --- | --- | --- | --- |
| 0001 | Consultant shall provide Task 1.1 services in accordance with the Scope of Work and, Invoicing with Sections C, G and J of the Contract | 3/1/2020 | 2/28/2022 | Lot | $ 559,816.08 |
| 0002 | Consultant shall provide Task 1.3 services in accordance with the Scope of Work and, Invoicing with Sections C, G and J of the Contract | 3/1/2020 | 2/28/2022 | Lot | $ 906,628.42 |
| 0003 | Consultant shall provide Task 1.6 services in accordance with the Scope of Work and, Invoicing with Sections C, G and J of the Contract | 3/1/2020 | 2/28/2022 | Lot | $ 970,196.50 |
| 0004 | Consultant shall provide Task 1.7 services in accordance with the Scope of Work and, Invoicing with Sections C, G and J of the Contract | 3/1/2020 | 2/28/2022 | Lot | $290,244.31 |
| 0005 | Consultant shall provide Tasks 1.2 and 2.2 services in accordance with the Scope of Work and, Invoicing with Sections C, G and J of the Contract | 3/1/2020 | 2/28/2022 | Lot | $ 264,367.39 |
| 0006 | Consultant shall provide Tasks 1.4, 1.5, and 2.3 services in accordance with the Scope of Work and, Invoicing with Sections C, G and J of the Contract | 3/1/2020 | 2/28/2022 | Lot | $ 544,791.21 |
| 0007 | Consultant shall provide Task 2.1 services in accordance with the Scope of Work and, Invoicing with Sections C, G and J of the Contract | 3/1/2020 | 2/28/2022 | Lot | $ 274,875.84 |
| 0008 | Consultant shall provide Task 2.4 services in accordance with the Scope of Work and, Invoicing with Sections C, G and J of the Contract | 3/1/2020 | 2/28/2022 | Lot | $ 1,480,734.74 |
| 0009 | Consultant shall provide Task 3.1 services in accordance with the Scope of Work and, Invoicing with Sections C, G and J of the Contract | 3/1/2020 | 2/28/2022 | Lot | $ 797,753.13 |
| 0010 | Reimbursable Expenses, Invoicing in accordance with Sections C, G and J of Contract | 3/1/2020 | 2/28/2022 | Lot | $ 1,106,936.00 |
| 0011 | Optional Item: Labor Hour Pool | 3/1/2020 | 2/28/2022 | Lot | $ 500,000.00 |
| **Total Two-Year Base Period** | | | | | **$ 7,696,543.62** |

**B.4.2 Option Period 1**

| **CLIN** | **Item Description** | **Start** | **End** | **Unit** | **Subtotal Option Period 1** |
| --- | --- | --- | --- | --- | --- |
| 1001 | Consultant shall provide Task 1.1 services in accordance with the Scope of Work and, Invoicing with Sections C, G and J of the Contract | 3/1/2022 | 2/28/2023 | Lot | $ 315,144.94 |
| 1002 | Consultant shall provide Task 1.3 services in accordance with the Scope of Work and, Invoicing with Sections C, G and J of the Contract | 3/1/2022 | 2/28/2023 | Lot | $ 342,091.04 |
| 1003 | Consultant shall provide Task 1.6 services in accordance with the Scope of Work and, Invoicing with Sections C, G and J of the Contract | 3/1/2022 | 2/28/2023 | Lot | $ 127,664.52 |
| 1004 | Consultant shall provide Task 1.7 services in accordance with the Scope of Work and, Invoicing with Sections C, G and J of the Contract | 3/1/2022 | 2/28/2023 | Lot | $ 139,767.84 |
| 1005 | Consultant shall provide Tasks 1.2 and 2.2 services in accordance with the Scope of Work and, Invoicing with Sections C, G and J of the Contract | 3/1/2022 | 2/28/2023 | Lot | $ 37,589.19 |
| 1006 | Consultant shall provide Tasks 1.4, 1.5, and 2.3 services in accordance with the Scope of Work and, Invoicing with Sections C, G and J of the Contract | 3/1/2022 | 2/28/2023 | Lot | $ 292,768.88 |
| 1007 | Consultant shall provide Task 2.1services in accordance with the Scope of Work and, Invoicing with Sections C, G and J of the Contract | 3/1/2022 | 2/28/2023 | Lot | $ 33,152.42 |
| 1008 | Consultant shall provide Task 2.4 services in accordance with the Scope of Work and, Invoicing with Sections C, G and J of the Contract | 3/1/2022 | 2/28/2023 | Lot | $ 720,098.95 |
| 1009 | Consultant shall provide Task 3.1 services in accordance with the Scope of Work and, Invoicing with Sections C, G and J of the Contract | 3/1/2022 | 2/28/2023 | Lot | $ 0.00 |
| 1010 | Reimbursable Expenses, Invoicing in accordance with Sections C, G and J of Contract | 3/1/2022 | 2/28/2023 | Lot | $ 479,832.00 |
| 1011 | Optional Item: Labor Hour Pool | 3/1/2022 | 2/28/2023 | Lot | $ 250,000.00 |
| **Total Option Period 1** | | | | | **$ 2,738,109.78** |

**B.4.3 Option Period 2**

| **CLIN** | **Item Description** | **Start** | **End** | **Unit** | **Subtotal Option Period 2** |
| --- | --- | --- | --- | --- | --- |
| 2001 | Consultant shall provide Task 1.1 services in accordance with the Scope of Work and, Invoicing with Sections C, G and J of the Contract | 3/1/2023 | 2/28/2024 | Lot | $ 190,583.89 |
| 2002 | Consultant shall provide Task 1.3 services in accordance with the Scope of Work and, Invoicing with Sections C, G and J of the Contract | 3/1/2023 | 2/28/2024 | Lot | $ 352,665.03 |
| 2003 | Consultant shall provide Task 1.6 services in accordance with the Scope of Work and, Invoicing with Sections C, G and J of the Contract | 3/1/2023 | 2/28/2024 | Lot | $ 262,456.99 |
| 2004 | Consultant shall provide Task 1.7 services in accordance with the Scope of Work and, Invoicing with Sections C, G and J of the4Contract | 3/1/2023 | 2/28/2024 | Lot | $ 150,424.20 |
| 2005 | Consultant shall provide Tasks 1.2 and 2.2 services in accordance with the Scope of Work and, Invoicing with Sections C, G and J of the Contract | 3/1/2023 | 2/28/2024 | Lot | $ 38,905.29 |
| 2006 | Consultant shall provide Tasks 1.4, 1.5, and 2.3 services in accordance with the Scope of Work and, Invoicing with Sections C, G and J of the Contract | 3/1/2023 | 2/28/2024 | Lot | $ 312,983.80 |
| 2007 | Consultant shall provide Task 2.1 services in accordance with the Scope of Work and, Invoicing with Sections C, G and J of the Contract | 3/1/2023 | 2/28/2024 | Lot | $ 31,262.76 |
| 2008 | Consultant shall provide Task 2.4 services in accordance with the Scope of Work and, Invoicing with Sections C, G and J of the Contract | 3/1/2023 | 2/28/2024 | Lot | $ 87,815.87 |
| 2009 | Consultant shall provide Task 3.1 services in accordance with the Scope of Work and, Invoicing with Sections C, G and J of the Contract | 3/1/2023 | 2/28/2024 | Lot | $ 0.00 |
| 2010 | Reimbursable Expenses, Invoicing in accordance with Sections C, G and J of Contract | 3/1/2023 | 2/28/2024 | Lot | $ 141,277.00 |
| 2011 | Optional Item: Labor Hour Pool | 3/1/2023 | 2/28/2024 | Lot | $ 250,000.00 |
| **Total Option Period 2** | | | | | **$ 1,818,374.84** |

**B.4.4 Option Period 3**

| **CLIN** | **Item Description** | **Start** | **End** | **Unit** | **Subtotal Option Period 3** |
| --- | --- | --- | --- | --- | --- |
| 3001 | Consultant shall provide Task 1.1 services in accordance with the Scope of Work and, Invoicing with Sections C, G and J of the Contract | 3/1/2024 | 2/28/2025 | Lot | $ 191,007.99 |
| 3002 | Consultant shall provide Task 1.3 services in accordance with the Scope of Work and, Invoicing with Sections C, G and J of the Contract | 3/1/2024 | 2/28/2025 | Lot | $ 365,008.30 |
| 3003 | Consultant shall provide Task 1.6 services in accordance with the Scope of Work and, Invoicing with Sections C, G and J of the Contract | 3/1/2024 | 2/28/2025 | Lot | $ 271,643.46 |
| 3004 | Consultant shall provide Task 1.7 services in accordance with the Scope of Work and, Invoicing with Sections C, G and J of the Contract | 3/1/2024 | 2/28/2025 | Lot | $ 149,726.40 |
| 3005 | Consultant shall provide Tasks 1.2 and 2.2 services in accordance with the Scope of Work and, Invoicing with Sections C, G and J of the Contract | 3/1/2024 | 2/28/2025 | Lot | $ 40,267.37 |
| 3006 | Consultant shall provide Tasks 1.4, 1.5, and 2.3 services in accordance with the Scope of Work and, Invoicing with Sections C, G and J of the Contract | 3/1/2024 | 2/28/2025 | Lot | $ 314,047.21 |
| 3007 | Consultant shall provide Task 2.1 services in accordance with the Scope of Work and, Invoicing with Sections C, G and J of the Contract | 3/1/2024 | 2/28/2025 | Lot | $ 35,513.70 |
| 3008 | Consultant shall provide Task 2.4 services in accordance with the Scope of Work and, Invoicing with Sections C, G and J of the Contract | 3/1/2024 | 2/28/2025 | Lot | $ 780,373.32 |
| 3009 | Consultant shall provide Task 3.1 services in accordance with the Scope of Work and, Invoicing with Sections C, G and J of the Contract | 3/1/2024 | 2/28/2025 | Lot | $ 0.00 |
| 3010 | Reimbursable Expenses, Invoicing in accordance with Sections C, G and J of Contract | 3/1/2024 | 2/28/2025 | Lot | $ 491,696.00 |
| 3011 | Optional Item: Labor Hour Pool | 3/1/2024 | 2/28/2025 | Lot | $250,000.00 |
| **Total Option Period 3** | | | | | **$ 2,889,283.75** |
| **Total Price – Two Year Base & Three (1-Year) Options** | | | | | **$ 14,910,589.99** |

**B.5 Basis of Compensation**

**B.5.1.** Guaranteed Maximum Price

Compensation for Consultant’s services is an overall total guaranteed maximum price of $14,910,589.99. CLINs, 0001 through 3011, stated above in Section B.4 are separate individual guaranteed maximum prices. Absent an amendment to the Contract overall, each separate individual guaranteed maximum price amount stated for compensation shall not be exceeded. If any of them are exceeded, the District shall have no liability or responsibility for paying any amount of such excess, which will be at Consultant’s own cost and expense. Any savings shall accrue 100% to the District.

**B.5.2.** Compensation, except for reimbursable expenses, shall be based on the actual individual hourly rate and actual hours worked by the employee excluding travel time. Individual hourly rates shall not exceed those set forth in Attachment J.5 hereto and including the spreadsheet attached to Attachment J.5, subject to the limitations and qualifications set forth in Section G, and potentially subject to an annual escalation factor as defined in Section G.

Consultant’s guaranteed maximum price includes an overtime premium factor of 17.8%. Overtime premiums will not be allowed for exempt service professionals. Authorized overtime shall be compensated at straight-time rates unless specially designated otherwise in the attached Attachment J.14.

**B.5.3.** Subcontract and Reimbursable Expenses

The overall guaranteed maximum price amount includes the following amount for Base Period Subcontracts each of which shall be a separate individual guaranteed maximum ceiling amount and includes subconsultant expenses:

Base Two-Year Period (CLINS 0001 to 0010):

|  |  |  |
| --- | --- | --- |
| Subconsultant Timmons | $ | 16,350. |
| Subconsultant Hayat Brown | $ | 156,555. |
| Subconsultant Delon Hampton | $ | 909,504. |
| Subconsultant Leuterio Thomas | $ | 190,513. |
| SubconsultantVolanno | $ | 268,902. |
| Subconsultant Modejski and Masters | $ | 167,286. |
|  |  |  |
|  |  |  |
|  |  |  |
| **Subconsultants Total Two-Year Base Period** | **$** | **1,709,109.** |



The overall guaranteed maximum price amount includes the following amounts for Option Year-1 Subcontracts each of which shall be a separate individual guaranteed maximum ceiling amount, and includes subconsultant expenses:

Option Period -1 (CLINS 1001 to 1010)

|  |  |  |
| --- | --- | --- |
| Subconsultant Timmons | $ | 0.00 |
| Subconsultant Hayat Brown | $ | 118,914.00 |
| Subconsultant Delon Hampton | $ | 51,345.00 |
| Subconsultant Leuterio Thomas | $ | 116,881.00 |
| SubconsultantVolanno | $ | 122,410.00 |
| Subconsultant Modejski and Masters | $ | 0.00 |
|  |  |  |
|  |  |  |
|  |  |  |
| **Subconsultants Total Option Year 1** | **$** | **409,550.00** |



The overall guaranteed maximum price amount includes the following amounts for Option Year-1 Subcontracts each of which shall be a separate individual guaranteed maximum ceiling amount, and includes subconsultant expenses.

Option Period - 2 (CLINS 2001 to 2010)

|  |  |  |
| --- | --- | --- |
| Subconsultant Timmons | $ | 0.00 |
| Subconsultant Hayat Brown | $ | 51,412.00 |
| Subconsultant Delon Hampton | $ | 53,090.00 |
| Subconsultant Leuterio Thomas | $ | 20,015.00 |
| SubconsultantVolanno | $ | 126,660.00 |
| Subconsultant Modejski and Masters | $ | 0.00 |
|  |  |  |
|  |  |  |
|  |  |  |
| **Subconsultants Total Option Year 2** | **$** | **251,177.00** |



The overall guaranteed maximum price amount includes the following amounts for Option Year-2 Subcontracts each of which shall be a separate individual guaranteed maximum ceiling amount and includes subconsultant expenses.

Option Period - 3 (CLINS 3001 to 3010)

|  |  |  |
| --- | --- | --- |
| Subconsultant Timmons | $ | 0.00 |
| Subconsultant Hayat Brown | $ | 127,321.00 |
| Subconsultant Delon Hampton | $ | 64,103.00 |
| Subconsultant Leuterio Thomas | $ | 125,128.00 |
| SubconsultantVolanno | $ | 131,063.00 |
| Subconsultant Modejski and Masters | $ | 0.00 |
|  |  |  |
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|  |  |  |
| **Subconsultants Total Option Year 3** | **$** | **447,615.00** |

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The guaranteed maximum ceiling price amount for the Two-Year Base Period, Consultant reimbursable expenses is limited to the following amounts:

|  |  |  |
| --- | --- | --- |
| **Consultant Reimbursable Expenses Subtotal Two-Year Base Period** | **$** | **270,223.00** |

The guaranteed maximum ceiling price amount for Option Period -1, Option Period -2 and Option Period -3 Consultant reimbursable expenses is limited to the following amounts:

|  |  |  |
| --- | --- | --- |
| **Consultant Reimbursable Expenses Subtotal Option Period 1** | **$** | **135,152.00** |

|  |  |  |
| --- | --- | --- |
| **Consultant Reimbursable Expenses Subtotal Option Period 2** | **$** | **60,709.00** |

|  |  |  |
| --- | --- | --- |
| **Consultant Reimbursable Expenses Subtotal Option Period 3** | **$** | **147,038.00** |
| **TOTAL CONSULTANT REIMBURSABLE EXPENSES** | **$** | **613,122.00** |

If any of the above Subcontract Total or Reimbursable Expenses Total amounts in this Section B.5.3 are exceeded, then the District shall have no liability or responsibility for paying any amount of such excess, which will be at Consultant’s own cost and expense. Reimbursable expenses must be supported by invoices, receipts, and other documentary evidence in accordance with District rules and procedures. Any savings shall accrue 100% to the District.

**B.5.4** Contract Labor Hour Pool

The overall guaranteed maximum price includes a Contract labor hour pool which may be utilized by the District for additional services by Consultant. Consultant shall not expend any hours included in the Contract labor hour pool without the prior written approval of the CO, at the CO’s sole option and discretion.

**B.5.5** Errors and Omissions

Consultant shall not be entitled to compensation for any services to correct errors, deficiencies and omissions in the work product of Consultant that are determined by DDOT to be the Consultant’s responsibility.

**B.5.6** Equitable Adjustment

Consultant shall be entitled to an equitable adjustment to the Contract price for the following reasons:

1. Acceleration of the schedule if such acceleration results in a material net increase in the quantity of services to be provided by Consultant within the contract period. The request for adjustment shall take into account whether such increase caused by schedule acceleration will also result in any corresponding decreases in services to be provided during the same or other Contract Periods.

2. A material increase in the scope of any asset preservation and preventive maintenance of tunnels projects resulting in a net increase in the quantity of services to be provided by Consultant.

3. A material net addition to the scope of the services to be provided by Consultant as defined herein.

4. An extension of the date established herein for the completion of any of the services required by this Contract by more than thirty (30) days through no fault of Consultant, if such extension causes a material increase in the quantity of services to be provided by Consultant.

**SECTION C: SPECIFICATIONS/WORK STATEMENT**

# BACKGROUND

In 2005, the District Department of Transportation entered into a long-term performance-based asset preservation and maintenance program through which a private contractor (“O&M Contractor”) provides maintenance services for the District’s sixteen (16) tunnels. In conjunction with this maintenance contract, FHWA requires the District to engage services of a consultant to provide the DDOT tunnel Management staff with required technical assistance, asset evaluation support services, IT services, and required tunnel asset inspection services.

The required services shall be to provide contract management/administrative support services to DDOT tunnel management staff, and to facilitate the documentation of tunnel maintenance service activities by the tunnel O&M Contractor, assess the O&M Contractor’s performance, evaluate the condition of all tunnel assets on a quarterly basis, and provide IT systems administration and support for DDOT’s Central Tunnel Control Room.

Provisions of the tunnel inspection services is required relative to FHWA’s recent tunnel inspection mandates that include: complete tunnel element inspections, associated technical support, and other IT services required to enable DDOT to comply with the biennial reporting requirements associated with the National Tunnel Inspection Standards (NTIS) and the Specifications for National Tunnel Inventory (SNTI).

Configuration guidance shall be required for DDOT’s new TMMS asset management system (AMS) and migration from SABER TMMS, which the O&M Contractor currently is required to utilize to manage and document all of their tunnel maintenance activities, and which DDOT uses to track the O&M Contractor’s performance, and to document the condition of the District’s tunnel assets relative to the established asset performance standards.

Consultant shall provide, among other things, needed contract management and administrative support services to DDOT tunnel management staff, facilitate the documentation of tunnel maintenance service activities by the tunnel O&M Contractor, assess the O&M Contractor’s performance, evaluate the condition of all tunnel assets on a quarterly basis, and provide IT systems administration and support for DDOT’s Central Tunnel Control Room, all as defined herein.

The Consultant shall perform inspection and other technical services, under the terms and conditions of the Contract. The Consultant shall serve as a management extension of DDOT staff, assisting in the oversight of the O&M Contractor’s services. The staffing and organization of the project team is envisioned to be a collaboration and partnership between DDOT staff and the Consultant project team.

Consultant shall provide the following services in performance of this Contract:

# RESPONSIBILITIES OF CONSULTANT

# Consultant shall perform its services consistent with the skill and care ordinarily provided by professional staff practicing in the Washington, D.C. metropolitan area on projects of a similar type, cost, and size. The Consultant shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.

# With respect to contract management and inspection services provided for capital projects associated with tunnels, such services shall be provided in consistence with the DDOT Standard Specifications for Highways and Structures (2013) (found at: <https://ddot.dc.gov/sites/default/files/dc/sites/ddot/publication/attachments/DDOT_StandardSpecificationsHighwaysStructures_2013.pdf>, DDOT Construction Management Manual (May 2010) (found at: <https://ddot.dc.gov/sites/default/files/dc/sites/ddot/publication/attachments/ddot_construction_management_manual_rev07-01-2010.pdf>), collectively, the “Standards”, and the contract with the O&M Contractor (the “O&M Agreement”), all of which are hereby incorporated herein by reference, including any amendments or revisions thereto. “O&M Agreement” shall mean all of the contract documents comprising the contract between the District and the O&M Contractor for the Project. If the O&M Agreement has not been executed before the Contract, then DDOT’s standard form of construction contract shall apply until such time as the O&M Agreement is executed. ~~If there is a conflict between the provisions of the DDOT Construction Management Manual and the Contract, then Consultant shall provide the greater quantity or better quality, unless directed otherwise by the District.~~

# Consultant shall apply all applicable District and federal, laws, codes, regulations, standards, guidelines, and orders, including, without limitation, the contractually-specified version of the District of Columbia Department of Transportation (“DDOT”) Standard Specifications for Highways and Structures, when reviewing, evaluating, monitoring, coordinating, and reporting with respect to the services of consultants and contractors.

# Consultant shall represent the District in a fiduciary capacity, in its role as construction manager-agent.

# Consultant shall conduct of all activities required for or otherwise related to the performance of the construction management duties of this contract, and conform to and uphold all established ethical principles and professional standards of practice governing the Construction Management-Agent segment of the construction industry, including, without limitation, the Construction Management Association of America (“CMAA”) Code of Professional Ethics which is hereby incorporated by reference. Consultant, however, shall not be required to be a member of CMAA.

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# Consultant shall identify a representative authorized to act on behalf of the Consultant with respect to the Project.

# Consultant shall not engage in any activity, or accept any employment, interest or compensation that would reasonably appear to compromise the Consultant’s judgment with respect to this Project, except with DDOT’s prior knowledge and prior written consent.

# Consultant shall conform to and uphold all established ethical principles and professional standards of practice governing consulting engineers in the District of Columbia, and in any jurisdiction where the Consultant may be licensed or registered.

# Consultant shall not have responsibility for the construction means, methods, techniques, sequences or procedures for the work of the O&M Contractor.

# Consultant shall provide all necessary expertise and services and shall have and maintain appropriate licenses that meet District of Columbia requirements, all so that Consultant shall professionally and diligently prosecute the work authorized.

# For tunnel-related capital projects, Consultant shall provide sufficient staff to monitor and manage work whenever the O&M Contractor is granted permission to work. The work times may extend beyond normal working hours or be at night or on weekends.

# Consultant shall contract for or employ at Consultant's expense, subcontractors to the extent deemed necessary for the work, with the prior written consent of DDOT.

# Consultant shall consult with normal and customary employees, agencies, and/or representatives of the District of Columbia regarding the work of the Contract.

# Consultant shall work effectively with other District of Columbia and federal agencies.

# Consultant shall abide by all regulations imposed by funding sources, such as auditing requirements and payroll affidavits.

# Consultant shall perform its services in accordance with all applicable District and federal, laws, codes, regulations, standards, guidelines, and orders.

# Consultant agrees that it shall recognize that in the performance of the Contract that 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.

# [reserved]

# [reserved]

# KEY PERSONNEL

DDOT has identified the following key personnel positions. The Consultant shall not be allowed to change Key Personnel named in response to the RFQ, except for good cause, and only with the Contracting Officer’s written approval. ~~Each person is required to be co-located with DDOT personnel and the Contractor’s staff, or as otherwise specified by DDOT.~~

1. **Project Manager**

The Project Manager will be responsible for the overall management and delivery of the Project. The Project Manager shall be responsible for ensuring that personnel and other resources are made available when needed. Project Manager shall hold a Bachelor of Science Degree in Civil Engineering with ten (10) years of tunnel maintenance and inspection- related experience who has worked on projects similar in size and complexity to this Project. The Project Manager must be a professional engineer licensed in the District of Columbia.

**C.5.2 NTIS Inspection Team Leader**

The Team Leader is the person on-site who is in charge of the tunnel inspection team. This person is responsible for inspection planning, preparing, performing and reporting to include coordinating the field work. The team leader is responsible for evaluating the deficiencies, quality checking of the inspection data, and making sure that the tunnel inspection reports are complete, accurate, and legible. The team leader should also conduct safety briefings as needed. The team leader shall be able to provide recommendations for the repair of defective items and must initiate appropriate actions when critical findings are discovered.

Refer to the NTIS for the complete requirements. The team leader must be a nationally certified tunnel inspector. Team leaders must be on site at all times for initial inspections, routine inspections, and in-depth inspections. Additionally, the team leader is required to meet at least one of the following:

C.5.2.1 Registered professional engineer and at least 6 months of tunnel or bridge inspection experience.

C.5.2.2 Five (5) years of tunnel or bridge inspection experience.

C.5.2.3 Appropriate combination of education and experience as described in the National Tunnel Inspection Standards (NTIS).

**C.5.3 IT Systems Administration (ITSA) Support Staff**

The ITSA Support Staff shall be required to have at least Four to Six years system administration experience, a Bachelor (4-year) degree, with a technical major, such as engineering or computer science, Systems Administration/System Engineer certification in Unix/Linux and Microsoft, and Crestron Digital Media Engineer 4K certification (DMC-E-4K).

**C.5.4 GIS and New TMMS Implementation Staff**

The Implementation Staff shall have at minimum a bachelor’s degree (BS) in Geography, Planning, Computer Science or equivalent experience, working experience of 3+ years in GIS database design, knowledge of Software Development Life Cycle and knowledge of Application of SQL Database Concepts. Implementation staff must have 2+ years of implementation experience, proven knowledge of ‘best practice’ CMMS deployments as well as deep familiarity with the ISO 55000 asset management specification.

**C.5.5 Other Personnel**

The Consultant’s staff shall consist of a sufficient number of inspection personnel, and tunnel evaluation support service staff as approved by the Engineer, to adequately and competently perform the requirements of this Contract. Daily Operations Tunnel Inspection and Tunnel Asset evaluation support service staff shall demonstrate the following skills and experiences:

1. Experience and knowledge of the requirements of performance-based contracting in general and specific knowledge of tunnel contracts that provides management, rehabilitation, and preventive maintenance services.
2. Experience and knowledge of performance measures governing performance-based contracting and the approach toward the development of such measures.
3. Understanding and experience with the management, maintenance and condition evaluation of tunnel structures, high voltage electrical systems, tunnel lighting systems, tunnel equipment control systems, and mechanical tunnel ventilation assets similar to those found in the District’s tunnels.
4. Understanding, and experience associated with tunnel equipment upgrades, the commissioning of tunnel equipment and controls for tunnel ventilation systems, electrical systems and tunnel safety equipment
5. Strong familiarity with DDOT Tunnel Assets and experience providing field inspection services
6. Experience providing asset evaluation support services for performance-based contracting
7. Understanding facilitating the achievement of project goals. (provide examples)
8. Skills in writing letters, reports, memoranda, tunnel inspection manuals, etc.
9. Skills in operating mobile/wireless technology such as mobile phones and/or tablets which will be used to fill out Web-based digital inspection forms.
10. Skills in facilitating and presenting project accomplishments to many audiences.
11. Knowledge of FHWA and DDOT policies, procedures and associated specifications.

# TASK DESCRIPTIONS

# TASK I – GENERAL CONTRACT MANAGEMENT SUPPORT

***Task 1.1 -- Consultant shall provide general contract management support to the District*** Department of Transportation (“DDOT”) by assisting the DDOT project manager for tunnels, in the daily management and oversight of the tunnel O&M contractor, and on an as-needed basis for additional special technical support and analysis. To accomplish the required level of service, the Consultant shall have thorough knowledge of the requirements of performance-based contracting related to tunnels that include management, rehabilitation and preventive maintenance services, along with thorough knowledge of performance measures governing performance-based contracting. Duties include, but are not limited to, the following:

1. Coordinate the agenda and date for project meetings with all organizations involved in the project. Actively participate in the meetings, provide project materials, capture accurate record of the various sub-projects and issues discussed, and prepare draft minutes for review by project participants. Make required corrections to the minutes as needed and distribute the final version to all parties.
2. Prepare and distribute an agenda for each Consultant-hosted meeting, in advance of the meeting date. Consultant representation at all meetings shall include individuals having knowledge of the agenda topics, and authority to make decisions and commit resources on behalf of Consultant. Consultant shall provide minutes of all Consultant-hosted Project meetings and presentations to all attendees identifying new and unresolved old action items and the responsible party for each such item. Minutes must be provided within seven (7) calendar days after each meeting. Consultant shall reply to correspondence from DDOT, other agencies and entities with jurisdiction over any portion of the tunnels, and O&M Contractor within seven (7) calendar days.
3. Review all required submittals from the tunnels O&M Contractor, and provide comments on the required daily, weekly, monthly, and quarterly submissions of work plans, reports, and assessments. Distribute these deliverables to all project partners and collect and compile comments for review by DDOT. Evaluate deliverables for technical validity, and compliance with contractual requirements, and measure the performance of the O&M Contractor relative to the satisfaction of applicable contract performance standards for all deliverables.
4. Provide assistance, as required, in the preparation of technical presentations on DDOT’s innovative, performance-based asset preservation approach to tunnel maintenance management. Through DDOT, communicate with FHWA, and other interested parties, about the status of the tunnel asset preservation and maintenance project.
5. Provide project information when requested to assist DDOT personnel during contract closeout. Provide information systems maintenance and support, and other required services, for the DDOT Tunnels Maintenance Contract recordkeeping software, Saber, and/or its successor-system, including asset condition data collection and input.
6. Ensure that the existing Project Portal, that serves as the central repository for project documentation is constantly maintained. Ensure maintenance, hosting, and provide control, and access to the Tunnels Maintenance Contract recordkeeping software (Saber and/or its successor system), and the FHWA Tunnel Management System software. Provide supplemental technical engineering support as required, and assist the DDOT tunnel project manager as requested to achieve project goals.
7. Assumptions, Exclusions, and Qualifications

If any of the following require a level of effort for Task 1.1 in excess of the stated assumptions, exclusions, or qualifications below, through no fault of the Consultant, then Consultant shall be entitled to submit a request for an equitable adjustment to the Contracting Officer:

1. Meetings in excess of an average of one per month in support of the maintenance contract and to provide technical assistance to the DDOT project manager.
2. Up to 10 technical submittals per year in addition to the typical submittals noted in this Section C.6. For new capital projects, it is assumed that submittal reviews will be included in separate task orders that will address specific capital improvement projects.
3. It is assumed that the former DCStreets project portal and the remote desktop portal to the TMS and Saber will not be maintained and these databases will only be accessible via DDOT computers until a successor to Saber is in place on DDOT’s servers. It is assumed that a new portal will eventually be utilized to include access to quarterly and annual evaluations, biennial reports, and similar information, and that a new dashboard will provide access to the new TMMS and the tunnel condition database.
4. Up to two presentations are assumed per year to be made on DDOT’s behalf. It is assumed that one presentation will be in the DC Metro area, local to DDOT, and the other one will require travel within the continental US.

# *Task 1.2 -- Initial Asset Inventory and Asset Condition Survey*

The Consultant shall perform an initial, comprehensive asset inventory and condition survey of all tunnel assets, at the beginning of their contract performance period, in order to establish a baseline of current tunnel asset conditions. The inventory shall be updated using the final GIS asset data design (see Section C.6.12).

The initial quarterly evaluation of the condition of 25% of selected tunnel assets shall commence three months after the asset condition baseline is established. Quarterly evaluations of tunnel assets shall consist of an in-depth, objective, independent, technical engineering evaluation of the condition of each asset, relative to the corresponding performance standard and baseline condition for each asset. The consultant shall perform duties that include, but are not limited to the following:

1. Using DDOT-supplied base inventory, perform a gap analysis to determine if asset inventory is complete and accounts for the inventory, work order management and inspection needs of the Tunnel Management Team.
2. After the baseline of current tunnel asset conditions has been established, and during subsequent asset inspection activities, using industry-standard GIS data collection methods, perform an initial GIS-based asset inventory (see Section C.6.12) for all tunnel facilities, equipment and tunnel components. The data collection process shall establish the desired high standard in terms of format and quality for asset data gathering moving forward.
3. Using DDOT-approved inspection forms (see Section C.6.13), conduct an in-depth, objective, engineering evaluation of the current condition of all tunnel assets, to establish the asset condition baseline and to facilitate direct condition comparison in the future.
4. Use state-of-the-art technology and state-of-the-practice methods in data collection to ensure accuracy. The use of laptops and standard electronic forms are required so that inspection results may be directly entered into the DDOT-approved inspection forms while in the field. Add images taken with digital cameras to capture a visual record of the condition of the various assets and incorporate that information into the initial condition assessment.
5. Using DDOT business intelligence (BI) tools such as Tableau; evaluate each asset for compliance with the appropriate performance measures. Using same tools summarize the results of the evaluation to establish the asset baseline conditions. Compile the evaluation results in an asset condition report. Submitted reports shall be consistent in format and quality to facilitate comparisons of tunnel asset conditions in the future.
6. Assumptions, Exclusions, and Qualifications

If any of the following require a level of effort for Task 1.2 in excess of the stated assumptions, exclusions, or qualifications below, through no fault of the Consultant, then Consultant shall be entitled to submit a request for an equitable adjustment to the Contracting Officer:

1. It is assumed that the initial asset condition survey will be performed as an initial quarterly evaluation. The initial quarterly evaluation shall be implemented as quickly as possible, due to the extended interim period without quarterly evaluations. GIS asset data design, therefore, will not be available until a later date for implementation in the quarterly evaluations. A more comprehensive initial quarterly evaluation shall be performed to provide a good baseline of the tunnels. For this initial quarterly evaluation, up to seven days of structural field inspection shall be included to sample the condition of the complex tunnels (Mall Tunnel both directions, 9th Street and 12th Street) and three short/non-complex tunnels, and to perform drive-through visual inspection of all other tunnels. ~~A three-person crew shall be utilized to expedite field work. For the MEP evaluations, a four-person crew including both mechanical and electrical engineers shall be utilized, to assist with inventory and with familiarizing subconsultants with the tunnel MEP systems~~. Five days/nights are assumed for the initial MEP evaluation.
2. Following the evaluation, there shall be a meeting with DDOT and the O&M contractor to review findings and conditions, and the evaluation of the O&M contractor performance. A quarterly evaluation report will be submitted within 45 days following this initial condition survey.
3. A gap analysis shall be performed using the Saber inventory to identify new tunnel assets to be included in Saber, or a new TMMS asset management system. For the Air Rights/Capital Crossing Tunnel, assets shall be updated as information is available from commissioning, or as provided by DDOT.

# *Task 1.3 -- Daily on-site tunnel inspection services*

An inspector shall be provided to conduct daily on-site inspection of all tunnels to supplement the general contract support to DDOT by conducting constant, routine, daily inspection of all tunnel assets, and of the daily maintenance activities of the O&M Contractor. The inspector shall have thorough knowledge and understanding of performance based contracting and related performance standards, and shall have working knowledge of the Saber Tunnels Maintenance Contract record keeping software. The inspector shall be provided with necessary safety equipment required to execute this service, including an adequately equipped rental vehicle. The duties of the inspector shall include, but shall not be limited to, the following:

1. Serve as a member of the D.C. Tunnel Asset Management Team. Meet weekly with DDOT project management personnel and attend bi-weekly operations meetings. Serve as on-site liaison with DDOT during tunnel related emergencies.
2. Perform daily drive-through of all tunnels, and daily walk-throughs of the tunnel support areas and fan rooms.
3. Perform daily routine surveys/inspections of the various tunnel elements, including, but not limited to tunnel fan operation controls and mechanical systems, lighting systems, safety features, signals and communication systems. Provide documentation of such activities and associated status findings to the DDOT project manager and a reference to the related new TMMS activity record (inspection or work order).
4. Ensure that all maintenance and inspection activity is logged into DDOT’s new TMMS.
5. Monitor maintenance work associated with all DDOT tunnels to verify that it is done in accordance with the terms and requirements of the contract.
6. Identify and document asset deficiencies that do not meet the performance standards or other terms of the contract.
7. Verify the completion of time-critical maintenance tasks.
8. Verify that all identified asset deficiencies, including those identified in quarterly evaluations, are correctly entered into Saber, and/or new TMMS AMS and follow up to ensure that scheduled remedies or corrective work is being done within the required timeframe.
9. Assumptions, Exclusions, and Qualifications

If any of the following require a level of effort for Task 1.3 in excess of the stated assumptions, exclusions, or qualifications below, through no fault of the Consultant, then Consultant shall be entitled to submit a request for an equitable adjustment to the Contracting Officer:

1. A full-time inspector shall be provided to perform the duties outlined in this Section C.6. The inspector shall perform the duties outlined in this Section C.6 and shall be available five days per week during normal working hours. Overtime is not assumed and associated overtime costs are not included. Costs for the use of a truck are included in Consultant’s price.
2. Full-time services for a continuous one-year period are included for former DDOT employee, Mr. Jeff Dove. Among other things, Mr. Dove shall provide training and historical information about the DC tunnels to the full-time inspector and the team.

# *Task 1.4 -- Quarterly Evaluations*

At the end of each contract quarter, the DDOT Tunnel Management staff and the Consultant, along with the O&M Contractor shall conducts visual field inspections and technical testing, as appropriate, on a 25% sample of all tunnel assets covered by the contract. Evaluators shall examine the condition of the selected tunnel assets including but not limited to: tunnel ventilation fans and other mechanical systems, tunnel lighting systems, and electrical equipment associated with the Mall, Air Rights, 9th and 12th Street tunnels, along with a random sampling of assets associated with the other twelve (12) non-complex tunnels. A review of all maintenance activity records, and the O&M Contractor’s performance for each quarter, shall also be conducted to determine the level of compliance with the contract requirements. The consultant shall perform duties that include:

1. Evaluate the O&M Contractor’s performance on a quarterly basis, and calculate any disincentive fees to be assessed utilizing the established and required “Points Tally System” (a framework for tabulating penalty fees for late work orders and management deliverables, or failures to identify asset deficiencies, which DDOT shall apply to applicable contract line item (CLIN) at the end of each quarter).
2. At the end of each quarterly evaluation period, the consultant shall calculate and submit to DDOT the recommended disincentive fee (as necessary) that DDOT will review and apply, based on the O&M Contractor’s points tally for each applicable CLIN.
3. The Consultant shall provide a technical evaluation of the current condition of the inspected tunnel assets which should be entered into Saber, or DDOT’s new TMMS as an asset condition evaluation.
4. The Consultant shall prepare a quarterly report that includes details of the field inspection results stored in the new TMMS, or other Saber successor software, along with minutes of the required associated review meeting, copies of the evaluators’ written asset evaluation ratings and comments, a comparison of those ratings with previous quarters, and a high-level comparison with the established asset condition baseline. The report shall convey the general condition level of the inspected assets, the performance level of the O&M Contractor, and prevailing deficiencies and recommendation of associated disincentives to be assessed, along with documented concerns and recommendations. The quarterly report shall also be a key source of documentation for the application of disincentives payments by the O&M Contractor. The quarterly reports shall be an official DDOT document prepared with the assistance of the Support Services Consultant.

To the greatest extent possible, reports should be ‘data-driven’, relying on the asset characteristics and conditions reports drawn directly from the new TMMS and/or the asset inventory database.

1. Assumptions, Exclusions, and Qualifications

If any of the following require a level of effort for Task 1.4 in excess of the stated assumptions, exclusions, or qualifications below, through no fault of the Consultant, then Consultant shall be entitled to submit a request for an equitable adjustment to the Contracting Officer:

1. MEP evaluators shall evaluate the four complex tunnels, but, until the Air Rights/Capitol Crossing Tunnel becomes available, only the Mall, 9th and 12th Street Tunnels will be evaluated. It is assumed that the Air Rights/Capitol Crossing Tunnel will be complete and turned over to DDOT in December of 2019. Up to five days/nights of field inspection shall be included for structural and MEP system inspections to sample the condition of the tunnels. ~~Three-person crews shall be utilized for structural quarterly evaluations and a three-person crew for MEP evaluations.~~ Contractor performance shall be compared with the pre-established performance measures. It is assumed that the inspection team will meet with DDOT and the O&M contractor the morning following the final day of field inspection to review the results of each quarterly evaluation together.
2. A template shall be developed upon commencement of the project to summarize findings from each quarterly assessment which will evaluate the trending of the O&M contractor and key indicators using a tally system. It is assumed that the existing format utilized in past quarterly evaluations will be utilized initially, until an updated format is developed. The template shall be used for quarterly evaluations and shall be prepared and delivered for review at the quarterly evaluation meetings with DDOT and the O&M contractor. Following these evaluations, a quarterly report shall be submitted to DDOT. Quarterly condition assessments shall be updated within Saber, or new TMMS when available. The existing TMS shall be utilized to store current conditions on a quarterly basis until a new system is in place.

# Task 1.5 -- Annual Report:

An annual evaluation report shall be generated at the end of each contract year. The fourth quarter evaluation shall consists of an in-depth, objective, and independent, engineering assessment of the prevailing condition of selected tunnel assets, and the performance of the O&M Contractor by utilizing the contract requirements and the established asset performance standards. The required Annual Report shall include the results of all quarterly reports and describe the progress attained through the twelve month period relative to the performance standards and the stated project goals. The following additional services shall also be performed by the consultant as a part of the fourth quarter evaluation and the annual report development process:

1. Facilitate the Performance Evaluation Board (“PEB”) meeting and present all required information to enable board members to make informed decisions and provide documentation of the results.
2. Work with DDOT project management staff to determine the random sampling of assets prior to the inspection and asset condition assessment process.
3. Conduct an in-depth, objective engineering evaluation, of the current condition of the selected samples of assets, and the O&M Contractor’s performance that would directly be related to the assessed condition of those inspected assets, as it relates to the applicable performance measures.
4. The data collected shall be consistent in format and quality to the established baseline data and the data collected during previous evaluation periods to facilitate direct asset comparisons; all asset evaluations should be entered into Saber, or DDOT’s new TMMS as an asset condition evaluation.
5. Use state-of-the-art technology and state-of-the-practice methods in the data collection process, to ensure accuracy. The use of laptops or relevant mobile technologies should be leveraged when adding evaluation results into Saber, or DDOT’s new TMMS. Use digital cameras to capture the prevailing condition of the various assets, store these images into Saber, or the new TMMS and incorporate those files into the annual report.
6. Within the samples chosen, evaluate each asset for compliance with the performance measures. Summarize the results of the asset evaluation and compare such with the baseline conditions.
7. Report whether or not the assets have met the performance measures. Compile the inspection results in an annual report describing the O&M Contractor’s overall performance, noting exceptional and/or deficient performance where applicable. The annual report shall be consistent in format and quality with the required quarterly reports, to facilitate ease in the comparisons of asset conditions, and also establish a high and unique standard for future annual reports.
8. The annual report shall make recommendations, based on the objective scoring of asset conditions, for the application by DDOT of incentive payments to or disincentive payments from the O&M Contractor, as per contract requirements.
9. The report shall assess and document asset condition progress toward the stated goals of the project.

To the greatest extent possible, reports should be ‘data-driven’, relying on the asset characteristics and conditions reports drawn directly from Saber, or new TMMS and/or the asset inventory database.

1. Assumptions, Exclusions, and Qualifications

If any of the following require a level of effort for Task 1.5 in excess of the stated assumptions, exclusions, or qualifications below, through no fault of the Consultant, then Consultant shall be entitled to submit a request for an equitable adjustment to the Contracting Officer:

1. A PEB meeting shall be held annually to review O&M contractor performance and shall be facilitated by the Consultant team. The Program Manager, Task Manager, and Field Inspector shall attend the PEB meetings.

# *Task 1.6 -- Required As Needed Technical Support Services*

As new capital projects are being executed to update or enhance aging tunnel equipment, additional technical support services are needed to assist the tunnel management staff in evaluating technical proposals from the O&M Contractor for equipment selection, upgrades, and equipment commissioning. Therefore, supplemental technical engineering support shall be provided, to assist the DDOT tunnel project manager to achieve such project goals.

The Consultant shall perform such duties that include, but are not limited to the following:

1. Provide progress reports to DDOT at critical stages of the commissioning process.
2. Attend project Close-Out Conferences.
3. Provide technical support to the DDOT Tunnel Project Manager for issues related to Air Rights Extension Project during construction and up to project closeout. Review O&M Contractor’s testing and inspection schedule of work.
4. The Consultant shall assist DDOT in the development of a “Concept of Operations” document that would cover the required execution of all tunnel asset management activities, including all aspects of major and minor emergency response activities within each of the sixteen DC tunnels. The document shall include an assessment of all required emergency response equipment needs and shall document the role of all critical city agency personnel in the execution of emergency response activities relative to all DDOT tunnel facilities. This Concept of Operations agreement shall also serve to familiarize all the city’s first responders with existing tunnel infrastructure and operational factors to enable the appropriate level of emergency response. This official document shall be updated annually to include lessons learned, and to ensure the establishment of current contacts, operational, and resource information.
5. Review O&M Contractor’s certified written reports for each completed test.
6. Perform monthly review of the O&M Contractor’s testing and inspection log.
7. Review O&M Contractors equipment documentation (Shop Drawings, Product Data and Warranties).
8. Perform monthly review of Commissioning Agents documents, forms, and reports related to the Commissioning process.
9. Review Commissioning Plan, including revisions performed as the project conditions change.
10. Review Pre-Functional, Startup and Integrated Systems Test checklists for specific equipment and systems.
11. [intentionally deleted]
12. Review the O&M Contractor’s training plan and participate in training sessions.
13. Review Commissioning Agent’s issues log documenting deficiencies identified/found during the testing.
14. Review operation and maintenance documentation for completeness.
15. Review the Final Commissioning Report including the executive summary, equipment list, completed checklists, and recommendation for Substantial Completion.
16. Provide progress reports to DDOT at critical stages of the commissioning process.
17. Attend project Close-Out Conferences.
18. Assumptions, Exclusions, and Qualifications

If any of the following require a level of effort for Task 1.6 in excess of the stated assumptions, exclusions, or qualifications below, through no fault of the Consultant, then Consultant shall be entitled to submit a request for an equitable adjustment to the Contracting Officer:

1. To support the DDOT project manager with technical support related to upgrading tunnel assets, Consultant includes up to six hours of Consultant project manager time per month, and up to 12 hours of technical support per month.
2. Concept of Operations.
3. Work tasks associated with this scope of services include, meeting with DDOT to define the full requirements, developing a benchmark document template, assessing the 16 tunnels, defining relevant stakeholders associated with each tunnel, developing a preliminary gap analysis for review, performing gap analysis to identify gaps and draft the move forward, and define threats per NFPA and Owner requirements. Specific tasks are listed below:
   * + 1. Meet with DDOT to define full requirements and confirm scope
       2. Develop benchmark document template
       3. Assess Category X (4), A (9), C (2), and D (1) tunnels
       4. Define stakeholders
       5. Develop a GAP analysis draft for review
       6. Perform the GAP analysis to identify gaps and draft the move forward plan
       7. Define threats per NFPA and Owner requirements
       8. Draft a preliminary CONOPS for review
       9. Develop draft CONOPS for each tunnel
       10. Draft final CONOPS (all tunnels)
       11. Final Presentation
       12. Conduct eight CONOPS familiarization workshops
       13. One kickoff meeting
       14. Three progress reviews
       15. Eight stakeholder meetings and/or workshops
       16. Two presentations to DDOT
4. Emergency Incidents:

The assessments and gap analysis shall include thorough examination of existing and required tunnel operations involving tunnel emergency response and incident management, impacts and collisions, fires, floods, earthquakes, security events, the preparation of plans and procedures, emergency response plans, training and drills, and pedestrian evacuation route signage, as per NFPA 502.

1. Emergency Response:

Emergency Response Capability: The CONOPS will identify the authority or participating agency that is in command and responsible for supervision, correction, or alleviation of all emergencies as outlined by NFPA 502.

1. CONOPS familiarization workshops:

The 16 tunnels are located within Wards 1, 2 and 6 within various Fire and Emergency Services stations and Police Districts as listed below. Eight CONOPS familiarization workshops, engaging emergency personnel together for a grouping of tunnels, shall be conducted to familiarize all stakeholders with tunnels-specific composition and requirements.

Wards:

8 tunnels in Ward 2

6 tunnels in Ward 6

2 tunnels in Ward 1

Fire and Emergency Services Engine Stations:

4 tunnels Engine 13

2 tunnels Engine 1

2 tunnels Engine 6

2 tunnels Engine 8

2 tunnels Engine 11

2 tunnels Engine 16

1 tunnel Engine 2

1 tunnel Engine 23

Police Districts:

9 tunnels for First District

4 tunnels for Second District

3 tunnels for Third District

1. Commissioning Support.

To support DDOT for the Capitol Crossing project, Consultant shall provide technical input to the DDOT Tunnel Project Manager when requested, and as required by Section C.6.6. Attendance during commissioning is not included in this scope of work.

# *Task 1.7 -- Central Tunnel Control Room IT Operations and Maintenance Support*

The objective of this required service is to support the operation and maintenance of the Tunnel Control Room IT systems, keeping IT systems viable with supported vendor releases or off-the-shelf applications software upgrades. Operations and maintenance on IT systems shall include all software and hardware associated with Servers, Workstations, web-based applications, networking, monitors, and associated peripherals. The consultant shall perform duties that include, but are not limited to the following:

1. IT Operational Support
2. Software Maintenance and Upgrades
3. Infrastructure Management Services (IMS)
4. Configuration Management
5. Network/Hardware Support
6. Help Desk/IT Support
7. Resource Management
8. Backup and Recovery Management
9. Installation, Configuration, and Tuning
10. Electronic Software Licensing Services including license: deployment, management, tracking, upgrading, etc.
11. System Management
12. IT Operation and Maintenance Planning
13. IT Infrastructure Optimization
14. Essential IT Functions and Responsibilities: The Consultant shall provide Systems Administration (SA) support for the DDOT Central Tunnel Control Room. Required services include provisioning, installation/configuration, operation, and maintenance of systems hardware, and software, and related infrastructure. The systems to be supported shall include: Crestron Digital Media and Control systems, VMware, Linux, and Windows systems that support Video distribution infrastructure; Cisco, VMware, Linux, Windows and Application systems that support Asset Management; Responsibilities on these systems include SA engineering and provisioning, operations and support, and maintenance.
15. Systems Administration Engineering and Provisioning Responsibilities:
16. Engineering of SA-related solutions.
17. Install new servers, and configure hardware, monitors, peripherals, services, settings, directories, storage, etc. in accordance with standards and project/operational requirements.
18. Install and configure systems such as support CCTV infrastructure applications or Asset Management applications.
19. Develop and maintain installation, configuration and disaster recovery procedures.
20. Contribute to and maintain system standards.
21. Research and recommend innovative, and, where possible, automated approaches for system administration tasks. Identify approaches that leverage our resources and provide economies of scale.
22. IT Operations and Support Responsibilities:
23. Perform daily system monitoring, verifying the integrity and availability of all hardware, server resources, systems and key processes, reviewing system and application logs, and verifying completion of scheduled jobs such as backups, subject to Section C.6.7.18.b.
24. Perform regular security monitoring to identify any possible intrusions.
25. Perform regularly scheduled backup operations, ensuring all required file systems and system data are successfully backed up to the appropriate media, recovery tapes or disks are created, and media is recycled and sent off site as necessary, subject to Section C.6.7.18.c.
26. Perform regular file archival and purge as necessary.
27. Create, change, and delete user accounts per request.
28. Repair and recover from hardware or software failures, subject to Section C.6.7.18.d. Coordinate and communicate with impacted constituencies.
29. IT Maintenance Responsibilities:
30. Apply OS patches and upgrades on a regular basis, and upgrade administrative tools and utilities. Configure / add new services as necessary.
31. Upgrade and configure system software that supports Video Distribution infrastructure applications or Asset Management applications per project or operational needs.
32. Maintain operational, configuration, or other procedures.
33. Perform periodic performance reporting to support capacity planning.
34. Perform ongoing performance tuning, hardware upgrades, and resource optimization as required. Configure CPU, memory, and disk partitions as required.
35. Maintain data center environmental and monitoring equipment.
36. Monitor and perform periodic testing of disaster recovery readiness for all systems, including critical power back-up, handoff between redundant systems, and system recovery procedures.
37. Assumptions, Exclusions, and Qualifications

If any of the following require a level of effort for Task 1.7 in excess of the stated assumptions, exclusions, or qualifications below, through no fault of the Consultant, then Consultant shall be entitled to submit a request for an equitable adjustment to the Contracting Officer:

1. No hours or costs are included for server rebuilding or replacement. Server rebuilding will be considered an additional service.
2. Because of the unavailability of remote access to the systems, low-level daily monitoring is not currently possible. Procedures shall be developed for the on-site inspectors to perform cursory daily monitoring until remote access is provided. The Consultant IT team is available to assist with connecting the existing systems to environments outside of the DDOT control room as an additional service.
3. The IT team shall investigate temporary backup options, however, costs for temporary backup hardware and installation are not included. When outside access is provided, a backup system shall be recommended that shall allow replication of backup data to the cloud for redundancy. An allowance of $30,000 has been included in Consultant’s price to cover the hardware costs associated with these systems.
4. True disaster recovery makes use of replicated systems off-site. Until connectivity outside of the control room is established, the Parties acknowledge that such form of disaster recovery cannot be accomplished. Power backup and redundant system shall be tested.

# *Task I - Overall Objectives:*

# Subject to Section C.6.7.18:

1. Obtain thorough and competent management of tunnel asset preservation and performance-based contracting.
2. Provide complete and comprehensive documentation of the prosecution of the tunnel asset preservation preventive maintenance contract; extent of the achievement of project goals; and lessons learned that may be applied to future contracts.
3. Discover and evaluate trends within the asset condition testing data that may be useful in fostering enhancements in the future management and maintenance of those assets.

# *Task I - Deliverables*

Subject to Section C.6.7.18:

**General Contract Management Support Deliverables:**

1. Meeting agendas to be delivered at least 1 business day before project meetings including minutes and notes as needed.
2. Provide feedback meeting presentation materials including draft and final feedback meeting minutes
3. Final meeting minutes to be delivered to project partners and posted to the Web-portal within 5 days of receipt of comments.
4. Provide gap analysis for tunnels asset inventory to ensure accuracy and completeness of asset design.
5. Provide a comprehensive and detailed inventory of all tunnel assets, and a baseline evaluation of the current condition of those assets relative to the established performance measures
6. Provide cameras and other testing related equipment as needed
7. Provide reports, maps, charts, forms, draft letters, memoranda, comments and other documents as requested.
8. Provide daily logs of the tunnel inspector’s daily activities and findings in a format and on a schedule of the DDOT PM’s choosing.
9. Provide written comments on the O&M Contractor’s deliverables, as directed by the DDOT COTR.
10. Provide access to the Saber MMS or its successor for members of the DDOT Tunnels Team as directed by the DDOT PM.
11. Provide two technical presentations per contract year, including follow-up on audience questions and feedback.
12. Provide recommendations on asset management, configuration and customization of DDOT’s new TMMS for tunnel assets.
13. Provide configuration recommendations for and migrating assets, inspection data, and maintenance workflows to the new TMMS to replace the current Saber MMS.
14. Coordinate with the DDOT PM to provide flexible technical engineering support as needed
15. Provide progress reports to DDOT at critical stages of tunnel equipment commissioning processes
16. Provide ongoing IT support for Tunnel Control Room operation and IT systems.
17. Develop and maintain the following documents: an installation and configuration manual, a systems maintenance manual, a disaster recovery procedures manual, a Concept of Operation document, and a training manual for the Tunnel Control Room operation and IT systems.
18. Quarterly Evaluation Deliverables:

**C.6.9.18.1** Quarterly asset condition status report including all supporting documentation (draft and final)

**C.6.9.18.2** Draft recommendations for the O&M Contractor’s quarterly performance, including disincentives (if required).

**C.6.9.18.3** Report of major deficiencies observed during the evaluation inspection process, including recommendations for resolution of those issues

1. Annual Evaluation and Report Deliverables:

**C.6.9.19.1** Evaluation of sample condition data for the four quarterly field evaluations compared to other recent quarterly evaluation results.

**C.6.9.19.2** Draft and final materials package for the PEB meeting.

**C.6.9.19.3** Draft and final annual asset condition report including recommendations to the Contracting Officer for year-end incentives/disincentives based upon PEB results.

1. Detailed meeting agendas, minutes and notes as required.

# TASK II - NTIS AND SNTI, TUNNEL INSPECTION SUPPORT

The FHWA National Tunnel Inspection Standards (“NTIS”) became effective in August 2015. These new regulations require all highway tunnel owners to inspect tunnels every 2 years and submit inventory updates and element inspection results to FHWA. The NTIS requires detailed element inspections for structural, mechanical tunnel ventilation systems, tunnel lighting systems, tunnel equipment control systems, electrical systems, and other elements. In order to comply with these new regulations, DDOT must establish and carry out an NTIS-compliant inspection program for its 16 tunnels within the District. This initiative shall include development of a DDOT Tunnel Inspection Manual, compiling an inventory of the DDOT tunnel assets covered by NTIS, implement an automated system for the storage and retrieval of inventory and inspection data, develop scoring, and reporting tools necessary for DDOT to submit the required information to FHWA in a timely manner.

# *Task 2.1 -- Tunnel Inspection Manual (TIM):*

The consultant shall develop a DDOT-specific Tunnel Inspection Manual (“TIM”) for each tunnel that includes tunnel inspection procedures, scope of required inspections, required documentation, and ensures compatibility with FHWA’s Tunnel Operations Maintenance Inspection and Evaluation (“TOMIE”) Manual and the Specifications for the National Tunnel Inventory (“SNTI”). TOMIE provides uniform and consistent guidance on the operation, maintenance, inspection, and evaluation of tunnel elements. The SNTI details the requirements for inspection, and elements that must be reported following each inspection. Applicable sections of TOMIE and SNTI should be incorporated into DDOT’s TIM document. The consultant shall:

1. Develop a DDOT TIM that includes the NTIS inspection standards applicable to each tunnel asset.
2. Develop a digital version of the DDOT TIM within the d. Wiki as a digital, searchable Web resource.
3. Document required tests and evaluations of equipment conditions in accordance with the system condition definitions in SNTI.
4. Complete inspection forms developed for each asset in support of Task 3 to store inspection results, and associated condition assessments, photos.
5. Establish any additional user-defined elements necessary to fully define the mechanical ventilation, tunnel lighting, electrical, equipment monitoring and control, communications, and surveillance and detection systems present, if any, in each of the District’s tunnels. Where appropriate, these systems should be referenced or captured as part of the GIS asset inventory, to be developed subsequently.
6. Produce a feature and object model which illustrates the element and subcomponent conditions into the SNTI-defined elements. The model should be referenced from the GIS asset inventory, to be developed subsequently.
7. Revise the DDOT TIM during follow-up inspection cycles based on input from the DDOT tunnel Project Manager and updates or upgrades to DDOT’s tunnel assets. All updates should also be entered into the Digital TIM within the d. Wiki.
8. Revise and update inspection templates to match any corresponding changes to the DDOT TIM.
9. Assumptions, Exclusions, and Qualifications

If any of the following require a level of effort for Task 2.1 in excess of the stated assumptions, exclusions, or qualifications below, through no fault of the Consultant, then Consultant shall be entitled to submit a request for an equitable adjustment to the Contracting Officer:

1. Consultant shall meet with DDOT to discuss desired elements and formatting of the DDOT TIM, agency specific items, protocols and documentation regarding critical findings, and load rating requirements. Because many of the tunnels carry vehicular traffic above, and load rating of elements carrying this traffic has occurred through the NBIS program in the past, the Parties acknowledge that it will be necessary to determine whether the load ratings are to be included in the NTIS or in the NBIS. This information shall be clearly documented in the DDOT TIM, along with specific elements to be load rated. The DDOT TIM shall reference the TOMIE and SNTI when possible. Any additional requirements for tunnel inspections within the DDOT inventory shall be called out in the DDOT TIM and clearly explained.
2. The DDOT TIM shall be organized similar to DDOT’s Bridge Inspection Manual with chapters as follows:
3. General – Including specifications, history and purpose
4. Inventory Items
5. Elements – Structural, Civil, Mechanical, Electrical, Fire, Signs and Protective Systems
6. Inspection and Safety – Qualifications, Procedures, Types and Frequency, Safety
7. Findings, Data Collection and Reporting – Deliverables, Critical Findings
8. Recommendations - Repairs
9. Tunnel Specific Information – DDOT Tunnel Specific Information
10. Interim submittals shall be made, giving DDOT an opportunity to review and comment as the document is being developed (at 30%, 60%, 90% and 100%) and review meetings are assumed at each milestone, in addition to the kickoff meeting for the DDOT TIM.
11. Consultant shall reference the SNTI as appropriate in the DDOT TIM, but Consultant will not publish the information contained in the SNTI as this document may change in the future. DDOT-specific tunnel requirements shall be detailed in the DTIM.

# *Task 2.2 -- GIS Inventory of NTIS Tunnel Assets:*

An initial tunnel inventory must be established and coded to facilitate data management and data entry in the field. This inventory shall include relevant characteristics of each tunnel, for example, square feet of ceilings, linear feet of traffic barriers, square feet of tunnel walls, etc. A review of existing drawings must be performed to quantify each element prior to the initial fieldwork. The GIS asset design should accommodate for multiple feature types and also account for non-spatial but related components and sub-components, managed as tables within DDOT’s enterprise GIS database. The inventory data is to be updated with each biennial inspection and prepared in the appropriate format for DDOT submittal to FHWA. The consultant shall perform duties that include but are not limited to the following:

1. Design a GIS asset model tailored for the specific needs of the DDOT TMS, which will integrate with the new TMMS for work orders and inspections. GIS database will be implemented within DDOT’s enterprise relational database (Oracle 12c).
2. Where appropriate, point and linear assets should be referenced and associated to other DDOT systems, such as the GIS Linear Referencing System (LRS).
3. Review existing Saber MMS inventory with MSI numbers.
4. Update Saber MMS inventory based on outside data and field observations.
5. In coordination with DDOT IT/DBA staff, extract, transform and load (ETL) Saber MMS asset, inspection and work history into the new TMMS GIS asset data model.
6. Merge the inventories of structural assets from the tunnels maintenance program and the Tunnel Management System to cover the structural assets mandated for inspection under NTIS
7. Structure and format inventory based on DDOT input and SNTI specifications, subject to C.6.12.10.a.
8. Provide a hierarchical description and graphical object model of DDOT tunnel assets structured to meet NTIS guidelines
9. Update tunnel GIS, facility, component inventory data as appropriate with each biennial inspection.
10. Assumptions, Exclusions, and Qualifications

If any of the following require a level of effort for Task 2.2 in excess of the stated assumptions, exclusions, or qualifications below, through no fault of the Consultant, then Consultant shall be entitled to submit a request for an equitable adjustment to the Contracting Officer:

1. To establish the inventory, and prior to the biennial inspection, existing drawings shall be obtained and reviewed by Consultant to develop the FHWA-required inventory and quantities of each element for the tunnel and its various systems. The tunnels are comprised of structural, civil, mechanical, electrical, lighting, and fire/life safety/security systems, as well as signs. Identification of which SNTI elements exist within the tunnels is the first step in the inventory process. Once this data is compiled, quantities for every tunnel element shall be computed and used in the inspection phase to identify conditions in each quantity. Agency-specific elements, as identified in the DDOT TIM, shall also be included, and quantities of these elements shall be developed. Existing Saber MSI numbers will be referenced in the development of the inventory, but new coding will be required to relate inventory to the SNTI coding requirements.
2. A database will eventually be developed for storage of DDOT tunnel asset inventory information, as part of potential future task. It is envisioned that this database will be a GIS database, as determined by the Implementation Plan in Task 3.1, and will be implemented within DDOT’s enterprise relational database. Costs for development of the database and the migration of Saber to the new TMMS are not included in Consultant’s price, but such costs will be included in a future additional services modification, at the District’s sole option and discretion, associated with the implementation of the new TMMS the migration from TMS and Saber, and the overall automation of the tunnel asset management process for DDOT. Costs to evaluate the functionality and field requirements for the proposed database are included in Consultant’s price.

# *Task 2.3 -- Scoring and Reporting Tools:*

The District currently utilizes the FHWA Tunnel Management System for storing structural condition data on its tunnel assets. Conditions are updated on a quarterly basis for a sampling of the tunnel assets as part of the ongoing maintenance contract. The NTIS Inspection program will require the development of new data collection tools and reporting methodology in order to store and report NTIS inspection information. The tool development activity shall be continually updated and refined based on results in the field, and DDOT input. The Consultant shall perform duties that include but are not limited to the following:

1. Develop a data collection and reporting methodology that will satisfy DDOT’s NTIS reporting requirements.
2. Develop scoring and reporting tools to document the results of the NTIS inspections.
3. Develop initial options and recommendations for the format/and platform to be used for condition storage and reporting within DDOT’s Saber successor software.
4. Develop initial scoring inspection templates for the tunnel assets to be evaluated during the NTIS inspection in a format acceptable to DDOT.
5. Develop a protocol for reporting deficiencies identified during the mapping of NTIS inventory elements to the tunnel assets covered by DDOT’s Tunnels and Roadway Maintenance Programs.
6. Develop a protocol to extract and provide NTIS-compliant summary inspection reports.
7. Assumptions, Qualifications, and Exclusions

If any of the following require a level of effort for Task 2.3 in excess of the stated assumptions, exclusions, or qualifications below, through no fault of the Consultant, then Consultant shall be entitled to submit a request for an equitable adjustment to the Contracting Officer:

During this task, the Consultant shall evaluate the functionality of the system and the interfaces with other DDOT systems including AASHTOWare. To the extent, however, that these systems are dependent on the final database configuration and interface protocols, the tools will not be developed until a future Task for implementation is initiated.

# *Task 2.4 -- Biennial Inspections*

The NTIS requires that all initial tunnel inspections must be completed and results submitted to FHWA within two years of the effective date of August 13, 2015. Subsequently, each tunnel is to be inspected 22 to 24 months after the previous biennial inspection. The District of Columbia currently has 16 structures included in the National Tunnel Inventory. Of these, four tunnels have mechanical ventilation systems and are considered complex. All of the tunnels have lighting and electrical distribution systems that will require inspection under this effort. The consultant shall perform duties that include but are not limited to the following:

1. Perform first round of tunnel inspections as an initial inspection per SNTI Section 1.5., and subsequent inspections as routine inspections per SNTI Section 1.5.
2. Perform inspections in accordance with DDOT’s TIM procedures, scope, and documentation requirements as established in Task 2.1 (reference section C.6.2.1 above).
3. Evaluate each tunnel for its conformance with NFPA 502.
4. Document the findings of the fire life safety evaluations in each Tunnel report.
5. Assess condition of mechanical and electrical systems at the subcomponent level.
6. Provide written inspection reports documenting compliance with established procedures, including findings, and recommendations.
7. Compile completed SNTI element templates, including the condition assessment for each system and element required by FHWA.
8. Assumptions, Qualifications, and Exclusions

If any of the following require a level of effort for Task 2.4 in excess of the stated assumptions, exclusions, or qualifications below, through no fault of the Consultant, then Consultant shall be entitled to submit a request for an equitable adjustment to the Contracting Officer:

Inspection procedures shall be established in conjunction with DDOT’s goals, and with consideration of how the inspection process will relate to the future maintenance of the assets.

1. *Inspection Preparations:*

Consultant shall develop inspection work plans and coordinate inspection activities with DDOT and the O&M contractor. During the inspection, key activities will include operating each fan through its various speeds and testing the tunnel lighting system at each target light level. The procedures for performing these activities shall be carefully coordinated with all parties and shall be planned prior to the inspection.

It is assumed that none of the tunnel areas are permit-required confined spaces. For the air plenums, inspection teams will utilize an air monitor while entering the space. Personal protective equipment (“PPE”) shall be worn at all times during inspection, including reflective safety vests, boots and hard hats, as a minimum. Safety harnesses shall be worn by personnel utilizing the high reach equipment. Applicable sections of NFPA 70E (Standard for Electrical Safety in the Workplace) shall be reviewed to define the Hazard Risk Categories for the electrical equipment to be inspected required by the SNTI and TOMIE, including but not limited to switchgear, switchboards, panelboards, and motor starters. The Electrical and Mechanical teams shall follow lockout/tagout procedures if it is necessary to render equipment safe for close-up visual inspection of moving parts or potentially energized components.

1. *Maintenance of Traffic (“MOT”):*

Traffic control plans will be developed for each tunnel to be used for inspections during the five-year contract period. Traffic control plans utilized on previous contracts shall be updated by Delon Hampton and submitted for approval to DDOT. The Traffic Control Plans will be developed based on the following Standards:

* Manual of Traffic Control Devices for Street and Highways, FHWA, 2009 Edition (or most recent)
* DDOT Work Zone Temporary Traffic Control Manual, 2006 (or most recent)

The traffic control plans shall be developed in compliance with Federal Manual of Traffic Control Devices MUTCD and DDOT standards for each of the tunnels based on the inspection needs and protocol and based on the street classification and emergency route classifications of the tunnels. Detour plans shall be developed for all the tunnels that can be fully closed during inspection. Once plans are developed, a preliminary review with DDOT shall be held to present the proposed plans and solicit comments.

The Parties acknowledge that the DDOT Transportation Online Permitting (“TOPS”) has a maximum of 20 sheets per package. Accordingly, the plans for each tunnel shall be submitted as individual traffic control plans and, therefore, there will be a minimum total of 16 sets of plans. If the sheets for a tunnel exceed 20, then the plans of one tunnel may need to be split.

No field survey is included in Consultant’s scope of services. Permit or application fees are not included in Consultant’s price.

All necessary traffic control, including arrow boards and attenuator trucks, shall be provided by Consultant for the quarterly and biennial inspections. Advance coordination with DDOT and appropriate city officials shall occur when full-tube closures are required.

1. *Tunnel Inspections:*

An initial inspection, as defined by the SNTI, shall be performed to determine the condition baseline of the tunnel and its various systems. These inspections shall follow the procedures defined in the TOMIE Manual and, for any agency-specific elements, inspections and evaluations shall be as agreed to in preliminary meetings with DDOT staff. The initial inspection shall include 100% sounding of tunnel surfaces, and testing of mechanical and electrical equipment to provide a baseline for future inspections and evaluations.

For the structural inspections, Consultant assumes the use of three-person structural teams to inspect each tunnel. Multiple teams shall perform inspections simultaneously, which will result in a shorter overall duration for the inspection. Teams shall be assigned to different areas of the tunnel roadway, or to air ducts or ceiling areas. Bucket trucks shall be used to gain access to remote locations including the upper walls and ceiling. A Consultant Team Leader shall be present and in charge of the inspection at all times.

The structural and civil inspections shall focus on the tunnel structure and all structural and roadway-related elements within the tunnel. Ceiling slabs shall be inspected from the roadway, and where possible, hatches shall be opened for viewing of the ceiling hangers and attachments. Where access to the ceiling area is not possible, Consultant shall attempt to access the ceiling area, but at a minimum, panels showing displacement or signs of deterioration shall be documented. Concrete surfaces shall be sounded to identify deteriorated areas and limits of the defects. Defect limits shall be estimated. Identified structural cracks and deteriorated areas shall be recorded and photographed.

Structural supports for appurtenances such as lights, lane signals, message boards and raceways shall be visually examined and the conditions noted. The condition of roadway, curbs, and walkway barriers shall also be inspected visually and documented. If the inspection discovered a defect that reveals severe structural or safety concerns that could pose a danger to the traveling public, tunnel personnel, or inspection team members, then it shall be reported to the DDOT Project Manager immediately, but in no case more than 12 hours from the initial finding.

Exhaust air ducts shall be inspected as non-permit confined spaces and an air monitor shall be used.

For the tunnel functional systems, the initial inspection, testing, and evaluation of all relevant tunnel mechanical, electrical and fire/life safety and security systems shall be performed. This shall include ventilation, drainage, communications, lighting, fire detection, fire protection, traffic control devices and tunnel control systems. The tunnel systems shall be evaluated using the TOMIE Manual, the SNTI, and the procedures agreed to for agency specific elements. Each functional system shall be evaluated in terms of its ability to perform its intended function. Tunnel components shall be evaluated in terms of functionality (i.e., does it work) and need (e.g., is it critical). The outcomes of all of these activities shall be reported in the inspection report for each tunnel.

Consultant shall perform a full condition and operational inspection of the fans, fan motors, drives, associated switchgear and other appurtenances. This project does not include tunnel ventilation modeling to determine critical velocity nor does it include testing fan airflows. The ventilation system rating, in part, shall be scored on the ability of the supply and exhaust fans to operate in the event of emergency conditions.

Mechanical testing shall be performed by a subcontractor and shall include an oil analysis on all fans with oil-filled bearings, Baker Testing of 49 fan motors at the MCC room, and vibration analysis on all fans where accessible. Reports of all tests completed shall be submitted with the inspection reports for the tunnels.

Electrical testing shall be performed by a subcontractor and shall include the following testing services:

1. Transformers, switchboards, switchgear, fan motor starters, fan motors, disconnect switches, automatic transfer switches and lighting panels for each tunnel shall be tested. A report detailing the results of each test shall be submitted. The electrical tests to be performed, their quantities, the equipment and the locations to be tested are as follows:
2. Insulation Resistance testing of lighting panels, switchboard, switchgear, fan motors, automatic transfer switches and transformers.
3. Thermographic Imaging/ Ultrasound of equipment including major sub-components
4. Transformer Turns Ratio (TTR) test of medium and low-voltage transformers
5. Contact resistance measurements of main breakers/switches, fan motor starter breakers, automatic transfer switches, disconnect switches and motor starter contactors.
6. Operational tests shall be performed on automatic transfer switches.

An operational inspection of the tunnel systems communication lines and all supporting appurtenances shall also be performed. This assessment shall be performed by visually observing successful operation of existing tunnel equipment both internal to the tunnel and at the Tunnel Control Room.

For the lighting system, Consultant shall perform a complete condition and operational assessment of the tunnel luminaires (and building/ plenum fixtures), mounting brackets, conduit, conduit hangers, and electrical panels, breakers and switchgear noting conformity to applicable electrical codes.

*Load Rating*

The NTIS requires the most recent load ratings for the 16 tunnels. The most recent load ratings for the tunnels are:

1996 – 1143 ART

1997 – 0101 Dupont, 0173, 1142

2010 – 0102, 0172N, 0172S, 1101, 1409

2011 – 0099, 0100

2012 – 1113, 1301

2013 – 1209

2014 – 0010, 1410

Actual load ratings were not available for review.

Because the rating for Tunnels 101 Dupont, 173 9th Street Expressway, 1142 Mall Tunnel, and 1143 Air Rights Tunnel were performed over 20 years ago, Consultant shall perform a current rating of these structures. It is assumed that the other tunnels will not require load rating updates and conditions will not have changed significantly enough to trigger the need for a new load rating. For the load rating of the noted tunnels, Consultant shall follow the provisions of the FHWA’s TOMIE Manual and the AASHTO Manual for Bridge Evaluation (“MBE”).

Because the previous ratings were performed over 20 years ago, the rating method would have been either Allowable Stress Ratings (“ASR”) or Load Factor Rating (“LFR”). The current method for rating, the Load and Resistance Factor Rating (“LRFR”), shall be used for the ratings of these four tunnels.

Consultant shall use the AASHTOWare bridge rating software for load ratings where possible. If, however, it is determined that a structural configuration is not covered by AASHTOWare, then additional effort will be required to perform a structural analysis using a structural analysis software such as LUSAS and spreadsheets to calculate structural capacity and the load ratings. Such additional level of effort is not included in this project scope, and would be considered an additional service.

Although Consultant will be developing completely new rating calculations for these tunnels, Consultant assumes that the existing rating calculations will be provided by DDOT as a useful reference point. If the existing rating calculations are not available, then additional effort will be required to develop proper assumptions or baselines. Such services are not included in this project scope, and would be considered an additional service.

Consultant assumes that DDOT will provide the bridge/tunnel plan sets required to perform the rating along with past inspection reports to be supplemented with inspection data obtained as part of this Contract. Where existing plans are found to contain insufficient information to develop a structural model with the rating software, additional field measurements may be required, which are not included in Consultant’s scope of services and would be considered an additional service.

Load ratings for the following vehicles will be performed:

1. H and HS Truck
2. HL-93 Loading

The rating/capacity check will only be done on main members. Joints, connections, gusset plates, and similar elements will not be checked. Consultant shall provide an as-built rating and also provide an as-inspected rating based on section loss information from the most recent inspection data. Costs are included for future load ratings of tunnels in Option Years 1 and 3 are not included in Consultant’s price, as it is assumed that updates to the latest load ratings will not be required.

1. *NFPA 502 EVALUATIONS*

Consultant shall prepare an audit report on life safety requirements included in *NFPA 502: Standard for Road Tunnels, Bridges, and Other Limited Access Highways (2017)* (“NFPA 502”).

The purpose of the report is to inform DDOT of existing life safety conditions at the tunnel and advise DDOT on the necessary additions and modifications for the tunnel to be in compliance with the requirements of the NFPA 502.

The report shall contain an overview of all the applicable provisions of the NFPA 502 and a breakdown of the implications of NFPA 502. The overview will include a summary of the life safety audit findings and the proposed recommendations with conceptual level costs for implementation at the tunnel. The applicable requirements of NFPA 502 shall be identified and relevant provisions detailed for each tunnel.

Field visits shall be performed concurrently with the tunnel inspections to confirm the current condition and status (e.g., functioning, abandoned, or removed) of the systems that are already in place at the tunnel.

# *Task II – Overall Objectives:*

1. Successful DDOT implementation of the federal mandates as set forth in MAP-21 and the new NTIS standards.
2. Provide the required tunnel inspection results as soon as possible.
3. Complete 50% of the initial inspection and reporting (Phase 1) within six months of award.
4. Complete of the remaining 50% of the initial inspection and reporting (Phase 2) within 12 months of award.
5. Meet the FHWA requirement that assets be inspected every 22 to 24 months.

# *Task II - Deliverables:*

1. Tunnel Inspection Manual
2. Draft of TIM and electronic TIM for the Mall Tunnel, and the 12th. Street North Tunnel, along with 50% of the non-complex tunnels to be delivered for DDOT consideration within five months of award.
3. Final TIM and electronic TIM to be delivered to DDOT within seven months of award. Updated TIM to be delivered for DDOT consideration as directed by the DDOT PM during Option Year 1.
4. Draft of TIM and electronic TIM for the Air Rights Tunnel, and the 9th. Street Tunnel along with 50% of the remaining non-complex tunnels to be delivered for DDOT consideration within 10 months of award.
5. Final TIM and electronic TIM to be delivered to DDOT within twelve months of award.
6. Updated TIM to be delivered for DDOT consideration as directed by the DDOT PM during Option Year 1.
7. Updated TIM covering all tunnels to be delivered for DDOT consideration as directed by the DDOT PM during Option Year 2.
8. Updated TIM covering all tunnels to be delivered for DDOT consideration as directed by the DDOT PM during Option Year 3.
9. GIS-Based Tunnel Asset Inventory
10. Draft of tunnel asset GIS model and data schema to be delivered within 24 weeks of award.
11. Final tunnel asset GIS model and data schema to be delivered within six weeks of receipt of comments regarding the draft version.
12. Draft tunnel inventory to be delivered within 10 weeks of award.
13. Final tunnel inventory to be delivered within 10 business days of receipt of comments regarding the draft version.
14. Updated tunnel inventory to be developed as directed by DDOT during Option Year 1.
15. Updated tunnel inventory to be developed as directed by DDOT during Option Year 2.
16. Updated tunnel inventory to be developed as directed by DDOT during Option Year 3.
17. NTIS Inspection Tools
18. Initial options and recommendations for tools/platforms to be used for NTIS inspection data reporting and storage. To be delivered within eight months of award, subject to the results and effects of Task 3.1.
19. Scoring templates for all tunnel assets to be inspected per the NTIS inventory, to be delivered within 10 business days of receipt of DDOT input regarding scoring and reporting tools.
20. During Option Year 1, provide updated scoring templates and data collection tools as directed by the DDOT PM.
21. During Option Year 2, provide updated scoring templates and data collection tools as directed by the DDOT PM.
22. During Option Year 3, provide updated scoring templates and data collection tools as directed by the DDOT PM.
23. NTIS Inspection Results
24. During the contract Base Period, provide NTIS initial inspection results (both Phase 1 and Phase 2) in a format keeping with the TIM to be developed under Task 2.1 and addressing the assets inventoried in Task 2.2, to be delivered within 12 months of award.
25. During Option Period 1, provide NTIS follow-up inspection results for Phase 1 in accordance with NTIS requirements.
26. During Option Period 2, provide NTIS follow-up inspection results for Phase 2 in accordance with NTIS requirements..
27. During Option Period 3, provide NTIS follow-up inspection results for Phase 1 in accordance with NTIS requirements..

# *Key Delivery Milestones for Task II*

The period of performance associated with task II scope of services shall include the following critical blocks of time:

1. Both development phases of the TIM, which shall include complex and non-complex tunnels, shall be completed within seven and 12 months of award respectively.
2. Phase 1, the initial inspection and reporting on 50% of the complex and 50% of non-complex tunnels shall be completed within eight months of award.
3. Phase 2, the remaining tunnel inspection and reporting shall be completed within 14 months of award.

# TASK III - CONFIGURATION AND IMPLEMENTATION SUPPORT FOR NEW TMMS AND MIGRATION FROM SABER TMMS

This initiative calls for the migration to a web-based system to replace SABER as the District of Columbia’s primary tunnel maintenance management system (TMMS), which all tunnel maintenance contractors working (O&M Contractor) for the District will be required to utilize in their daily operations. Two software options to be considered are already in place at DDOT.

The Parties acknowledge that before the use of EcoTrafiX or Arc GIS can be considered for this purpose, it will be necessary for OCP and OAG to opine such proposed use will not violate the current EcoTrafiX or Arc GIS contract and license or any District or federal procurement and contracting laws and regulations.

The existing SABER tunnel maintenance management system is an approximately thirteen-year-old, proprietary system, and has limited capabilities relative to current data collection and asset evaluation needs. A new, non-proprietary, automated system must be created to satisfy new requirements, including the accommodation of FHWA mandated asset element data collection relative to the NTIS and SNTI initiatives. The Asset Management Division’s review of SABER’s current level of functionality has determined that in addition to being a closed, proprietary system, its client-server system architecture limits its ability to support the evolving accessibility and integration requirements of a decentralized, collaborative project environment.

SABER no longer possesses the required flexibility to address the specific, and evolving needs of the District’s performance-based asset management framework; therefore, a new path forward is sought, which will enable the development of a unique tunnel asset maintenance management system appropriate for the management and maintenance of DDOT’s 16 tunnels now, and in the future. The trend in the District for the foreseeable future will be to continue the maintenance of its tunnels through the use of performance-based contracting. The goal for the solution implemented for managing the next tunnel preventive maintenance contract is to push beyond the inadequate boundaries of a typical transportation asset management system or computerized maintenance management system (“CMMS”).

# Task 3.1 – New TMMS Design, Configuration and Implementation Plan

Consultant shall perform an initial comprehensive study to determine the functionality and system requirements as outlined in the tasks below. The tasks below are designed to ensure that the requirements are accurately and thoroughly captured before determining the best technical approach and solution for implementing a platform for the DDOT web-based Tunnel Maintenance Management System (TMMS), as well as for migrating DDOT’s existing data from SABER and integrating other DDOT systems. The approach shall include EcoTrafiX or Arc GIS and other identified tools and systems. The subtask categories, more fully described below, are as follows:

1. High level requirements workshops and documentation
2. Functional requirements workshops and documentation
3. Application architecture and technology solution
4. EcoTrafiX or Arc GIS fit and gap assessment
5. Implementation plan
6. **High Level Requirements**

Consultant shall facilitate up to seven on-site workshops with DDOT stakeholders (such as bridge and tunnels, finance, and asset management) to determine the high-level needs of DDOT’s tunnel management system.

The first objective of this subtask is to identify the DDOT stakeholders that will play a role in establishing the requirements for the new TMMS. These stakeholders shall be included in each of the seven workshops as well as the functional requirements meetings in the next subtask. Each workshop shall be up to four hours in duration. Prior to on-site requirements meetings, the Consultant shall facilitate completion by DDOT of an online questionnaire so as to effectively prepare for the workshop meetings. From the knowledge obtained during the workshops, Consultant shall prepare a draft high-level business requirements document. This document shall address the high-level requirements pertaining to DDOT tunnel management and the role of the system with respect to GIS tunnel inventory, NTIS condition assessments, service request and work order management, quarterly evaluations of O&M contractor, reporting, and dashboards. The Consultant shall participate in one on-site meeting to walk through the requirements document with DDOT. Within two weeks following DDOT review and written comment, comments shall be incorporated by Consultant and the final business requirements documents shall be submitted to DDOT.

**.1** Deliverables

1. Establish project governance (charter) and identify stakeholders that are to be included in the high level and functional requirements workshops.
2. Prepare online questionnaire for identified DDOT staff to complete
3. Prepare up to seven workshop presentations using the online survey results.
4. Facilitate up to seven four-hour high-level requirements workshops to develop business requirements of the asset management system. These meetings shall be held at DDOT’s main office location. This task shall require that Consultant be on-site at DDOT for one full week.
5. Develop draft high-level business requirements document
6. One on-site meeting to present the requirements document
7. In response to DDOT review and feedback, Consultant shall perform document updates and deliver the final high-level business requirements document to DDOT.

**.2** DDOT Responsibilities

1. Assist in identifying key DDOT stakeholders that are to participate in the high level and functional requirements meetings
2. Ensure that the required DDOT stakeholders complete the online questionnaire
3. Provide meeting room for on-site requirements meetings
4. Review requirements document and provide feedback within one week
5. Provide acceptance of the high level requirements document within one week after receiving the final high level business requirements document meeting DDOT requirements.
6. **Functional Requirements**

Based on comments received and draft requirements developed in the High-Level Requirements subtask, consultant shall facilitate up to two days of on-site functional requirements meetings for each of the major components of the asset management implementation as follows.

1. Operations
   1. Evaluations of O&M contractor performance
   2. Service Request and Work order management
   3. Data migration from SABER and other associated databases
2. Inspections
   1. Condition assessments and NTIS condition database
   2. GIS inventory
3. Management and Administration
   1. IT and security
   2. Management and Administration
   3. Other external systems that require integration (e.g., Finance)

So as to prepare for these meetings, Consultant shall review the requirements that were captured in the High-Level Functional Requirements subtask, and shall perform analysis on necessary systems, data, etc. The purpose of these meetings is to review the requirements and workflows with DDOT to confirm that requirements were properly captured during the previous subtask, and to identify gaps, obtain remaining workflows, functional requirements and business rules of the TMMS. There shall be a two-hour meeting for each of the three groups listed above ((1) through (3)). As part of these meetings, reporting (FHWA, DDOT, O&M Contractor) and dashboard functional requirements shall also be captured. After this analysis is performed, the team shall meet with key DDOT groups or individuals to finalize the functional requirements. Up to two days of on-site meetings shall be allocated to the finalize requirements. Remote meetings and email correspondence with key DDOT staff may be required.

When all requirements have been obtained, Consultant shall develop the functional requirements document for the new TMMS. The Consultant shall then have one web meeting to fully explain the functional requirements document with DDOT. DDOT anticipates one week to review the document and to provide feedback. Consultant shall have one week to incorporate the updates required by DDOT to the document.

**.1 Deliverables**

1. Prepare up to three workshop presentations using high level requirements obtained from previous subtask and perform analysis on existing systems and data.
2. Facilitate up to three, two-hour functional requirements workshops to review the captured requirements and to obtain functional requirements and business rules. These meetings shall be held at DDOT’s main office location. This subtask shall require that Consultant be on-site at DDOT for up to two days.
3. Perform follow up on-site meetings with key DDOT individuals for up to two days to finalize the final requirements.
4. Develop draft functional requirements document.
5. Organize and conduct one web meeting to present the draft functional requirements document.
6. Following DDOT review and feedback, perform document updates within one week and deliver the final functional requirements document to DDOT.

**.2 DDOT Responsibilities**

1. Provide meeting room for on-site requirements meetings
2. Coordinate with Consultant to ensure that required DDOT staff participate in on-site meetings.
3. Review requirements document and provide feedback
4. Provide acceptance of requirements document upon receiving the final requirements document in accordance with all DDOT requirements.
5. . **Application architecture and technology solution**

Based on the functional requirements developed in the previous two subtasks, the system architecture and technology solution shall be evaluated and developed by Consultant. Consultant shall be on-site at DDOT for up to two days to identify current application architecture and technology direction for the functional areas identified in the previous two subtasks and for the interfaces with the functional areas identified. The various systems, data, and components (i.e. SABER, EcoTrafiX, Arc GIS Tunnel Management System) identified during the requirements meetings that shall be included in the TMMS shall be evaluated. The proposed solution shall be documented in the Implementation Plan described below.

**.1 Deliverables**

Perform detailed analysis on systems, data, and components that were identified to be part of the TMMS in the previous subtasks. This subtask shall require the Consultant to be on-site at DDOT for up to two days.

1. **EcoTrafiX and Arc GIS fit and gap assessment**

This subtask shall be conducted simultaneously with the Application Architecture and Technology Solution subtask, and shall evaluate the technology solution of using EcoTrafiX or Arc GIS as the replacement for Saber, for work order management, and other functionality as identified above. The evaluation shall consider EcoTrafiX or Arc GIS out of the box, updates of EcoTrafiX or Arc GIS, and potential modifications and customizations of EcoTrafiX or Arc GIS.

The Parties acknowledge that before the use of EcoTrafiX or Arc GIS can be considered for this purpose, it will be necessary for OCP and OAG to opine such proposed use will not violate the current EcoTrafiX contract and license or any District or federal procurement and contracting laws and regulations.

**.1 Deliverables**

A white paper shall be developed and delivered by Consultant to DDOT documenting the fit and gap assessment for using EcoTrafiX or Arc GIS.

1. **Consider Alternatives to EcoTrafiX and Arc GIS**

Some modifications may be required to implement EcoTrafiX or Arc GIS, or the gap assessment may show EcoTrafiX or Arc GIS have significant limitations to being implemented for the DDOT tunnel project. In this case, additional evaluation of criteria for alternative systems shall be created, so as to compare and contrast alternatives to select the best system for DDOT, but without reference to any specific products. The subtask shall include the following effort:

* + 1. Establish evaluation criteria for new or additional software. This would include the must-have’s, and the desirable features, as well as potential costs. Evaluation criteria should consider the needs of DDOT as a whole and consider business needs, IT requirements, and tunnel management requirements.
    2. If DDOT-owned software will not adequately satisfy the needs of the new TMMS, then the Consultant shall develop a software requirements specifications compliant with IEEE Std 830-1998 (R2009) and IEEE/EIA 12207.1-1997 for use by OCP in developing an RFP to procure a new TMMS or to procure additional software needed to develop the new TMMS using EcoTrafiX, ArcGIS, or any other DDOT-owned software. The Consultant shall also provide support service cost allocation that would facilitate such procurement action.
    3. Develop specifications for use by OCP for an RFP to procure new TMMS software or new TMMS software to augment the use of Saber, AASHTOWare, and EcoTrafiX.

Any software solution recommendation by Consultant that is accepted by DDOT that does not include software already owned by DDOT (“legacy systems”) and that can be expanded, augmented, updated, modified, or customized to meet DDOT’s needs shall require a new and separate procurement.

1. **Implementation Plan**

Based on the deliverables of the subtasks in this Task 3.1 above, an implementation plan for each component of the new TMMS shall be developed. The plan shall include the major sections below. The implementation schedule shall include the general steps necessary to achieve the required functionality of the new TMMS which includes data and system migration efforts. In addition, the schedule shall include user acceptance testing and training efforts.

1. Proposed Technical Approach for TMMS component
2. Proposed Technical Approach for Data/System Integrations
3. Implementation Schedule

After Consultant delivers the Implementation Plan, one web meeting shall be facilitated by Consultant to review the Implementation Plan with DDOT. Following DDOT review and written comment, Consultant shall make the requested changes and updates to the Implementation Plan and shall resubmit to DDOT. The Implementation Plan shall be used to devise the scope of work for a new task order to implement the new TMMS.

**.1 Deliverables**

1. Develop Draft Implementation Plan document
2. One meeting to present the Implementation Plan
3. Following DDOT review and feedback, Consultant shall perform document revisions and updates and shall deliver the Final Implementation Plan document to DDOT.

**.2 DDOT Responsibilities**

Review Implementation Plan document and provide written feedback within one week after receipt

# TMMS Implementation and Training

Implementation period services by Consultant are not included in Consultant’s price. Such services may be provided as, and are contemplated as, an additional service, task order, and Contract modification. The scope of implementation period services will be determined in part by the implementation plan submitted pursuant to Section C.6.19. Such scope may include, among other things, and as mutually agreed by the Parties, the development of GIS relational databases, new TMMS implementation and migration from Saber, automation of scoring and reporting tools, and dashboarding.

# SECTION D: [RESERVED]

# SECTION E: INSPECTION AND ACCEPTANCE

Performance monitoring by DDOT will take place daily, monthly, and annually. The combination of these monitoring levels will ensure process and acceptable performance throughout the term of the Contract. Performance monitoring will be conducted by the Contract Administrator (CA). The CA will not become involved in the Contractor’s staffing or equipment requirements or individual work activities. The CA will inspect the quality of the work performed to ensure that it meets applicable specifications.

The CA is responsible for general administration of the Contract and advising the Contracting Officer (CO) as to the Consultant’s compliance or noncompliance with the Contract**.** The CA has the responsibility of ensuring the work conforms to the requirements of the Contract and such other responsibilities and authorities as may be specified in the Contract. The CA will act as the CO’s representative on technical matters, providing technical clarifications, as necessary, with respect to the Specifications or Statement of Work, and monitoring the progress and quality of the Consultant’s performance. Other responsibilities include:

1. Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the Contract;

2. Coordinating site entry for Contractor personnel, if applicable;

3. Reviewing and approving invoices for completed work if the Contractor’s costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;

4. Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District’s payment provisions;

5. Inspecting and accepting/rejecting all deliverables under the Contract; and

6. Maintaining a file that includes all Contract correspondence, modifications, records of inspections (site, data, equipment, etc.) and invoice or vouchers.

C. The CA shall NOT have the authority to:

1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the Contract;
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the Contract,
4. Authorize the expenditure of funds by the Contractor;
5. Change the period of performance;
6. Substitute key personnel without CO approval; or
7. Authorize the use of District property, except as specified under the Contract.

# E.1 SERVICES

1. Definition. “Services” as used in this clause includes services performed, workmanship, and material furnished or utilized in the performance of services.
2. The Contractor shall provide and maintain an inspection system acceptable to the District covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the District during the period of the contract.
3. The District has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the contract. The District will perform inspections and tests in a manner that will not unduly delay the work.
4. If the District performs inspections or tests on the premises of the Contractor or subcontractor, the Contractor shall furnish, without additional charge, all reasonable facilities and assistance for the safety and convenient performance of these duties.
5. If any of the services do not conform to the contract requirements, the District may require the Contractor to perform these services again in conformity with contract requirements, at no increase in Contract amount. When the defects in services cannot be corrected by performance, the District may require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements and reduce the contract price to reflect value of services performed.
6. If the Contractor fails to promptly perform the services again or take the necessary action to ensure future performance in conformity to Contract requirements, the District may
7. by contract or otherwise, perform the services and charge the Contractor any cost incurred by the District that is directly related to the performance of such services, or
8. terminate the Contract for default.

# SECTION F: DELIVERABLES AND PERFORMANCE

# CONTRACT TERM

The term of this Contract is for a Base Period of two (2) years from the date of award specified on the cover page of this contract. The Contract includes three (3) Option Periods as defined in Section B.3.

# OPTION TO EXTEND THE TERM OF THE CONTRACT

1. The District may extend the term of this contract for a period of three one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.
2. If the District exercises this option, the extended contract shall be considered to include this option provision.
3. The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

# DELIVERABLES

1. The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all studies, reports, recommendations, and other deliverables it furnishes under this Contract. The Contractor shall, without additional compensation, correct or revise any non-conforming deliverables if the non-conforming is a result of errors in the Contractor’s studies, reports, recommendations, and other deliverables.
2. All studies, reports, recommendations, and other deliverables are subject to the review and approval of DDOT. DDOT shall coordinate reviews with any other involved agencies and serve as the one point of contact for all review and approval. The Contractor shall prepare, modify, and correct all such non-conforming deliverables in sufficient detail to secure such approval.
3. Each month during the performance of work under the Contract, the Contractor shall submit an electronic copy of a progress report to the CA. The progress report shall state the current status, any outstanding issues, and any other additional data as requested by the CA. The proposed form of this report shall be submitted to the CA for review and approval prior to monthly invoice submittal for payment.
4. The Contractor shall take comprehensive notes and create minutes of any meeting attended in connection with the Contract, with special emphasis on recording any decision altering, expanding, or deleting any provision which may affect the contractual obligation. The Contractor shall submit an electronic copy of the meeting minutes to the CA within seven (7) days of said meeting, or such other time as established by Section C herein. Submission of meeting minutes shall not satisfy Contractor’s obligations under this Contract to provide written notice of either alleged changes by the District to the agreement or Contractor’s contract claims against the District.

**SECTION G: CONTRACT ADMINISTRATION**

1. **INVOICE PAYMENT**
2. The District will make payments to the Contractor upon the submission of proper invoices, at the prices stipulated in the Contract, for services performed and accepted, less any discounts, allowanced, or adjustments provided for in the Contract.
3. The prime consultant pay application shall include subconsultant’s invoices for the same pay period. If a subconsultant did not perform work during the pay application period, the prime shall include with pay application a memo or a letter signed by subconsultant certifying no performance of any work during this pay application period.
4. The District will pay the Contractor on or before the 30th day after receiving a proper invoice.
5. **INVOICE SUBMITTAL**

**G.2.1** The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>

**G.2.2** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4.

**G.2.3** To constitute a proper invoice, the Contractor shall enter all required information into the Portal after selecting the applicable purchase order number which is listed on the Contractor’s profile.

1. **PAYMENT**
2. Allowable subconsultant costs incurred by the Consultant shall be invoiced to the District, as permitted herein, without markup.
3. Direct Salary Expense (“DSE”) is defined as the actual salaries, expressed on an hourly wage basis, prior to deductions for employment taxes (such as FICA, Medicare, income tax withholding) and employee-paid benefits, of all personnel, including Consultant’s employees directly engaged on the Project (and performing consultations or research or preparing documents for the Project). DSE shall exclude mandatory and customary fringe benefits and employee benefits (such as employer-paid insurance, sick leave, holidays, vacation, pensions and similar contributions, or additions such as bonuses or other surplus payments), overhead expense (which includes salaries of bookkeepers, secretaries, clerks, and the like), and profit relating to the Project. Any multiplier applied to such DSE shall be for the purpose of covering such fringe benefits, expense, and profit. All personnel shall mean anyone employed by the Consultant and its subconsultants including, but not limited to, Key Personnel as defined in this contract, engineers, architects, officers, principals, associates, CADD technicians, designers, job captains, draftspersons, and writers, who are performing consultation, research or design, or who are producing documents pertaining to the Project, or who are performing program management services during planning, design, or construction of the Project or any component thereof that are directly attributable to, and necessary for, program management related to such planning, design, or construction.

The Consultant may provide for an annual adjustment of DSE rates in accordance with Consultant’s usual and customary annual salary adjustment process, including the timing of Consultant’s annual firm-wide DSE adjustments. Consultant, however, shall be entitled to only one such across-the-board adjustment in a 12-month period with such periods based on the contract anniversary date. Such rates shall not increase by more than a percentage equal to the increase in the Consumer Price Index for all Urban Consumers (CPI-U) for the relevant period up to and including a maximum increase of 3.0%.

1. Notwithstanding the foregoing definition of DSE, Consultant’s indirect cost rate shall comply with 48 CFR Part 31 (Federal Acquisition Regulation); 2 C.F.R. Part 200; and 23 C.F.R. § 172. Subconsultant’s (all tiers) indirect cost rates are subject to the same requirements. Consultant shall provide separate indirect cost rates for home office and co-location. Consultant’s indirect cost rate is subject to audit. An indirect cost rate that is cognizant-approved, or otherwise acceptable under then-current laws and regulations, shall be used.

**G.3.3.1** For Consultants with a field and home office indirect cost rate, the Consultant shall state in their proposal which rate applies based on the preponderance of the work location.

**G.3.3.2** If Consultant has a unitary rate, the District reserves the right to require project specific rates that reflects the causal-beneficial relationship between the Consultant’s activities in the field and the pool of costs being reimbursed, and in accordance with 27 DCMR § 3313. Such rates will take precedence over the same audit rate for the period. Such rates may be documented using an advance agreement.

**G.3.3.3** Consultants that do not have an audited, cognizant-approved indirect cost rate may use provisional rates to the extent permitted by, and in accordance with, the Federal Acquisition Regulation.

1. Facilities Capital Cost of Money (“FCCM”) is an allowable expense subject to the following provisions.

**G.3.4.1** If reimbursement of FCCM is proposed, it shall have been separately stated in Consultant’s cost proposal

1. Consultant’s maximum profit rate, when based on hourly rates, shall not exceed ten percent (10%) of the total of DSE plus the approved indirect cost rate.
2. Consultant’s compensation, when based on hourly rates, shall be the total of DSE, approved indirect cost rate, and profit, each as defined herein.
3. In the event the hourly rates in Attachment J.5 are misrepresented by the Consultant, the District reserves the right to adjust the compensation paid to the Consultant to reflect the difference.
4. Non-salary direct costs shall include only those costs specifically identified in Section B subject to the following provisions.

**G.3.8.1** Non-salary direct costs shall include purchase and rental of all materials, supplies, and equipment necessary for the performance of the services on each assignment and cost of outside professional consulting or contracting services, all at invoiced cost to the Consultant, plus the cost of communications and reproductions directly chargeable to the project, plus necessary travel and per diem expenses. The purchase cost of all materials, supplies and equipment, which are not for the exclusive use in providing the services included in this Agreement, are not allowed as non-salary direct costs and shall be included in the Consultant’s overhead. These items include, but are not limited to, fax machines, copiers, computers, software, refrigerators, coffee makers, microwave ovens, cellular phones, pagers, helmets, tape measures, fire extinguishers, and professional books and references.

**G.3.8.2** If allowable hereunder, the cost of motor vehicle rentals and the cost of common carriers shall be the actual cost incurred. The cost of motor vehicle leases and rentals shall be the actual cost incurred, subject to audit. Leases must be supported by bona fide documentation from the leasing company and will only be allowed from established companies in the business of leasing vehicles.

**G.3.8.3** If allowable hereunder, for use of personal or company owned vehicles, the reimbursement rate per mile stipulated in the cost proposal, shall be the General Services Administration (“GSA”) Privately Owned Vehicle mileage reimbursement rate published at the time the cost is incurred.

**G.3.8.3.1** If allowable hereunder, the Consultant shall maintain a mileage log for each project. The Consultant shall submit the project mileage log to the District with each invoice and upon request from the Contracting Officer.

**G.3.8.4** If allowable hereunder, for personnel in travel status, reimbursement of actual expenses up to the maximum amount per day will be allowed for meals and hotel. The allowable amount shall be GSA’s per diem rates published for the performance location at the time the cost is incurred. Travel must be approved in advance and in writing by the District.

**G.3.8.5** Costs of time applied and charged directly to each assignment of the services of special outside consultants, contractors, or drafting services shall be included in non-salary direct costs at rates stipulated in the proposal.

**G.3.8.6** Invoiced cost to the Consultant of all technical computations for each assignment performed by outside commercial electronic computation services shall be included in non-salary direct costs.

1. Overtime Premiums

See Section B.5.2.

1. Prior to award, the successful Offeror will be required to submit certified payroll for all anticipated staff working on the project, including, without limitation, certified payroll for all subconsultants. Certified payroll will be required to be submitted annually throughout the life of the Contract.
2. This Contract utilizes fixed labor hour rates, subject to adjustment as defined in the Contract. The billing rates are shown in Attachment J.5 including the spreadsheet attached to Attachment J.5. The billing rates shown in Attachment J.5 (including the spreadsheet attached to Attachment J.5) include DSE, approved indirect cost rate, and Contractor’s profit or fee. If the billing rates shown in Section J.5 are not the actual rates, then the actual rates shall be used as the billing rates as defined in Sections G.3.2 – G.3.11. The rates shown in Attachment J.5 may be revised to reflect new or transferred employees of Consultant that shall be performing services under this Contract, subject to the prior written approval of the Contracting Officer, at the Contracting Officer’s discretion.
3. If subcontract work or equipment rental is necessary under this Contract, these shall be billed at Consultant’s actual cost(including direct and indirect costs, overhead, and profit) in accordance with Section G. The billing rates shown in Section J.5 include DSE, approved indirect cost rate, and Contractor’s profit or fee.
4. The Contractor and subcontractor’sindirect cost rates will be subject to review and audit by DDOT and FHWA for the life of the Contract. A subcontractor is an independent contractor providingservices to and under direct contract to the Contractor for a portion of the Contractor’s services under this Contract. If such an audit finds that the accepted indirect cost rate (the rate applied to DSE in calculating the loaded fixed hourly rates for this contract) is unjustified, the loaded fixed hourly rates for the Contract will be recalculated using the indirect cost rate supported by the audit and the amounts payable under this Contract will be changed accordingly. Hourly billing rates consist of the sum of approved DSE, approved indirect cost, and allowable profit or fixed fee for each classified employee**.**

**G.3.13.1** The District shall reimburse the Consultant for such indirect costs as are properly allocated to the Project under generally accepted accounting principles and as allowed in the Federal Acquisition Regulation Subpart 31.2 and Section 31.105, and not prohibited by the laws of the District of Columbia.

Such indirect costs designated as Overhead in the Consultant’s Cost Summary (Attachment J.15), shall be reimbursed at a provisional billing rate applied to the allocation base. The allocation base shall represent a logical grouping on the basis of the benefits accruing to the final cost objectives.

Provisional billing rates shall be adjusted annually to the actual allowable overhead rate upon receipt of an acceptable form of a final incurred cost submission. The consultant shall submit one of the below and a Cost Summary (Attachment J.15 annually within six months of the Consultant’s fiscal year end. The final incurred cost submission shall be proposed utilizing one of the following: (In order of preference)

1. An Indirect Cost Rate Schedule approved by a cognizant state or federal entity;
2. An arms-length auditing firm possessing the necessary credentials to perform such an audit in accordance with FAR Part 31 and a DDOT-approved Certification of Final Indirect Costs; or
3. A DDOT-approved Self-Certification of Accounting System and Reimbursement Rates forms.

The Consultant shall include a Cost Summary with their final incurred cost submission. A fiscal year’s rate determination, using one of the above, shall be used in establishing the preceding fiscal year’s final allowable overhead rate and the proceeding year’s provisional overhead rate. The Consultant may request an update to their provisional billing rate by written request to the Contracting Officer.

Upon completion of the Contract, the District will determine final payment for indirect costs by audit of the Consultant's accounts to establish the actual allowable overhead rate experienced during the period of performance of the Contract.

If the Consultant's actual allowable overhead rate during this period is less than the provisional overhead rate established, then the Consultant shall reimburse the District the difference between the indirect cost computed on the basis of the provisional overhead rate and the actual allowable indirect cost computed on the basis of the actual allowable overhead rate established in accordance with the provisions of this subsection G.3.13.1.

The Consultant shall invoice the District at the provisional overhead rate allowed with the understanding that this rate may be adjusted upon audit by the District pursuant to the provisions of this clause. The Consultant agrees and acknowledges that the decision of the District in the establishment of the actual allowable overhead rate for final payment of indirect costs shall be final.

The validity of these indirect costs may be verified from the indirect cost records of the Consultant by authorized representatives of the District and Federal Government as the work progresses, and in any event before final settlement of the Consultant's costs under the terms of this contract, or modifications hereto.

1. The Consultant will be permitted to subcontract only with such firms agreed upon by DDOT and the Consultant during negotiations, pursuant to Title 48, Chapter 1, Section 44.204(b) of the Code of Federal Regulations.
2. Any provision hereof to the contrary notwithstanding, the District shall not be obligated to make any payment (whether a progress payment or final payment) to Consultant hereunder if any one or more of the following conditions precedent exist:
3. Consultant is in material breach or material default under this Contract;
4. Any part of such payment is attributable to services which are not performed in accordance with this Contract; provided, however, such payment shall be made as to the part thereof attributable to services which were performed in accordance with this Contract;
5. Consultant has failed to make payments promptly to subconsultants or other third parties used in connection with the services for which the District has made payment to Consultant; or
6. If the District, in its good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the services in accordance with this Contract, no additional payments will be due Consultant hereunder unless and until Consultant, at Consultant's sole cost, performs a sufficient portion of the remaining services so that such portion of the compensation then remaining unpaid is determined by the District to be sufficient to complete the then remaining services.
7. Final Payment

Upon satisfactory completion by the Consultant of the services described in this Contract, including the receipt of all plans, specifications, and estimates (PS&E) packages, reports, maps, notes, electronic data, and other related deliverables which are required to be furnished by the Consultant, the Consultant shall submit to the District a final payment request in accordance with the Consultant’s Cost Summary less any payments in process or already paid. Upon approval of the Consultant’s Cost Summary and acceptance by DDOT of all deliverables required by the Task Order prepared in accordance with the requirements of the Contract, the District shall approve the final payment to the Consultant.

The Consultant agrees that acceptance of this final payment shall be in full and final settlement of all claims arising against the District for work done, materials furnished, costs incurred, or otherwise arising out of this Contract and Consultant thereby releases the District from any and all further claims of whatever nature, whether known or unknown at the time for and on account of the Contract, and for any and all work done, and labor and materials furnished, in connection with same.

Acceptance of such final payment by the Consultant shall constitute a release of all claims for payment, which the Consultant may have against the District, unless such claims are specifically referred in writing and transmitted to the District by the Consultant prior to its acceptance of such final payment. Such final payment shall not, however, be a bar to any claims that the District may have against the Consultant or to any remedies at law or in equity that the District may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and, at the time of final audit; all required adjustments will be made and reflected in a final payment. If such final audit reveals an overpayment to the Consultant, then the Consultant shall refund such overpayment to the District within thirty (30) business days of notice of the overpayment. Such refund shall not constitute a waiver by the Consultant for any claims relating to the validity of a finding by the District of overpayment. The Consultant has twenty (20) business days after receipt of the Final Post Audit to appeal to the District for audit findings.

1. **ASSIGNMENT OF CONTRACT PAYMENTS**
2. In accordance with 27 DCMR 3250, the Contractor may assign funds due or to become due as a result of the performance of this contract aggregating one thousand dollars ($1,000) or more to a bank, trust company, or other financing institution.
3. Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.
4. Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated \_\_\_\_\_\_\_\_\_\_\_,

make payment of this invoice to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(name and address of assignee).

1. **THE QUICK PAYMENT CLAUSE**
2. **Interest Penalties to Contractors**
3. The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 et seq., for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:
4. the 3rd day after the required payment date for meat or a meat product;
5. the 5th day after the required payment date for an agricultural commodity; or
6. the 15th day after the required payment date for any other item.
7. Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.
8. **Payments to Subcontractor**
9. The Contractor must take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under the Contract:
10. Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
11. Notify the District and the subcontractor, in writing, of the Contractor’s intention to withhold all or part of the subcontractor’s payment and state the reason for the nonpayment.
12. Contractor shall pay interest to the subcontractor or supplier as provided in D.C. Code §§ 2-221.02(b)(1) – 2-221.02(b)(2).

1. Any amount of an interest penalty that remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.
2. A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.
3. Contractor shall include in every subcontract a provision that requires each subcontractor to include the payment and interest clauses required under D.C. Code §§ 2-221.02(d)(1) – 2.221.02(d)(2) in a contract with any lower-tier subcontractor or supplier.

**G.6 CONTRACTING OFFICER (CO)**

Contracts will be entered into and signed on behalf of the District only by contracting officers. The name, address and telephone number of the Contracting Officer is:

Margaret Platek

Contracting Officer

District Department of Transportation

Office of Contracting and Procurement

55 M. St., SE 7th Floor

Washington, DC 20003

Telephone: (202) 671-2287

E-mail: [margaret.platek@dc.gov](mailto:margaret.platek@dc.gov)

## G.7. AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

1. The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.
2. The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.
3. In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

**G.8 CONTRACT ADMINISTRATOR (“CA”)**

1. The CA is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor’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 is:

Gregory Marshall

Electrical Engineer

District Department of Transportation

55 M Street, SE

Washington, DC 20003

Telephone: (202) 671-2365

1. The CA shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.
2. The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

**G.9 CONTRACT EXCLUSION**

**C.9.1** The Contractor will be excluded from competing as a bidder or offeror either as a prime contractor or consultant, or as a member of any team, for any construction, or project or program management projects for or directly related to the D.C. tunnels or the Air Rights Project, unless released by DDOT at DDOT’s sole option and discretion.

# SECTION H: SPECIAL CONTRACT REQUIREMENTS

* 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.

* 1. **FREEDOM OF INFORMATION ACT**

The District of Columbia Freedom of Information Act (“FOIA”), District of Columbia Code (“DC Code”) Sections 2-531 through 2-539, provides that any person has the right to request access to records. All public bodies of the District government are required to disclose public records, except for those records, or portions of records, that are protected from disclosure by the exemptions found at DC Code § 2-534. Subject to the exceptions specified herein, and in the FOIA, all written and electronic correspondence, exhibits, photographs, reports, printed material, tapes, disks, designs, and other graphic and visual aids submitted to DDOT during the procurement process, whether included in response to this RFQ, or otherwise submitted, become the property of the District of Columbia upon delivery to DDOT, and will not be returned to the submitting parties. Proposers should familiarize themselves with the provisions of the FOIA requiring disclosure of public information and exceptions thereto. In no event shall the District of Columbia, DDOT, or any of their agents, representatives, consultants, directors, officers, or employees be liable to an Offeror or Offeror team member for the disclosure of any materials or information submitted in response to this RFQ.

* 1. **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.

* 1. **DIVERSION, REASSIGNMENT, AND REPLACEMENT OF KEY PERSONNEL**

The key personnel specified in Attachment J.10 of the Contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, the Contractor shall notify the Contracting Officer at least thirty (30) calendar days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the Contract. The Contractor shall obtain written approval of the Contracting Officer for any proposed substitution of key personnel.

* 1. **DESIGNATED PERSONNEL**

The Contractor shall name a designated representative who shall be the sole point of contact for work completed under the Contract. The designated representative shall be experienced in the categories of work listed in the Scope of Work. The designated representative shall be approved by the Contracting Officer and shall be the official representative of the Contractor for the purpose of receiving and carrying out the instructions of the Contracting Officer and DDOT Program Manager and otherwise acting for the Contractor in any and all matters arising under the Contract. The name of the designated representative shall be submitted to the Contracting Officer for her/his approval within seven (7) days after award of the Contract.

* 1. **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.

* 1. **PROTECTION OF PROPERTY**

The Contractor shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this contract.

* 1. **AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)**

During the performance of the contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. §12101 et seq.

* 1. **SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.**

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of l973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. §794 et seq.

* 1. **OFFEROR PROPOSAL**

Consultant’s offeror proposal (the “Proposal”) is attached hereto for reference to the individual personnel labor rates only, and for scope only to the extent set forth in this Section H.10 and in Section I.10.c. Precatory terms in the Proposal such as “will” or “propose” shall be construed to mean “shall.” If there is a conflict between other terms of this Contract and the Proposal, then the Contract shall prevail, however, if there is a conflict between the scopes of work, then Consultant shall provide the greater quantity and the greater quality.

# SECTION I: CONTRACT CLAUSES

1. **APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

This contract will be funded by the US Department of Transportation-Federal Highway Administration. Therefore, General Provisions (Federally Funded Agreements) dated February 19, 1981, revised March 2, 2001, Attachment J.1 is incorporated as part of the contract resulting from this solicitation.

1. **CONTRACTS THAT CROSS FISCAL YEARS**

Continuation of the Contract beyond the current fiscal year is contingent upon availability of funding.

1. **CONFIDENTIALITY OF INFORMATION**

All information obtained by the Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

1. **TIME**

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

**RIGHTS IN DATA**

I.5.1 “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. Data includes technical data and computer software. Data does not include informa­tion incidental to contract administration, such as financial, administra­tive, cost or pricing, or management information.

I.5.2 The term “Technical Data”, as used herein, means recorded information, regardless of form or character­istic, of a scientific or technical nature. Technical data may, for example, document research, experimental, develop­mental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The technical data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract adminis­tration.

I.5.3 “Computer Software”, as used herein means computer programs and computer databases.

I.5.4 “Computer Programs”, as used herein means a series of instruc­tions or statements in a form acceptable to a comput­er, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpret­ers, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.

I.5.5 "Computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.

I.5.6 All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowl­edges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or autho­rize others to do so, without written consent of the District until such time as the District may have released such data to the public.

I.5.7 The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

I.5.7.1 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;

I.5.7.2 Use the computer software and all accompanying documentation and manuals or instructional mate­rials with a backup computer if the computer for which or with which it was acquired is inopera­tive;

I.5.7.3 Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

I.5.8 The restricted rights set forth in section I.5.7 are of no effect unless the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in

Contract No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

With \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; and

I.5.8.2 If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District’s rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

I.5.9 In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

I.5.10 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District’s or the Contractor’s rights in that subcontractor data or computer software which is required for the District.

I.5.11 The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

I.5.12 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

I.5.13 Paragraphs I.5.7, I.5.8, I.5.9, I.5.12 and above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

1. **OTHER CONTRACTORS**

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District contractor or by any District employee.

1. **SUBCONTRACTS**

The Contractor hereunder shall not subcontract any of the Contractor’s work or services to any subcontractor without the prior written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

1. **INSURANCE**

I.8.1 GENERAL REQUIREMENTS. The Consultant at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Consultant shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. The Consultant shall require all of its subconsultants to carry the same insurance required herein.

I.8.2 All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

I.8.3 The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Consultant and its subconsultants (except for workers’ compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Consultant or its subconsultants (including without limitation the liability to pay premiums) shall be the sole obligation of the Consultant or its subconsultants, and not the additional insured. The additional insured status under the Consultant’s and its subconsultants’ Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Consultant’s and its subconsultants’ liability policies (except for workers’ compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Consultant or its subconsultants, or anyone for whom the Consultant or its subconsultants may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

I.8.4 If the Consultant and/or its subconsultants maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and Subconsultants.

1. Commercial General Liability Insurance (“CGL”) - The Consultant shall provide evidence satisfactory to the CO with respect to the services performed that it carries aCGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. (“ISO”) form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Consultant, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than $1,000,000 each occurrence, a $2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a $1,000,000 personal and advertising injury limit, and a $2,000,000 products-completed operations aggregate limit.
2. Automobile Liability Insurance - The Consultant shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Consultant, with minimum per accident limits equal to the greater of (i) the limits set forth in the Consultant’s commercial automobile liability policy or (ii) $1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers’ Compensation Insurance - The Consultant shall provide evidence satisfactory to the CO of Workers’ Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer’s Liability Insurance - The Consultant shall provide evidence satisfactory to the CO of employer’s liability insurance as follows: $500,000 per accident for injury; $500,000 per employee for disease; and $500,000 for policy disease limit.

All insurance required by this paragraph 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.

1. Cyber Liability Insurance - The Consultant shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than $10,000,000 per occurrence or claim, $10,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.
2. Employment Practices Liability - The Consultant shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed to cover the defense of claims which the District of Columbia would be named as a co-defendant in claims arising from employment related wrongful acts including but not limited to: Discrimination, Sexual Harassment, Wrongful Termination, or Workplace Torts. The policy shall include an endorsement naming the District of Columbia as a co-defendant or additional insured and shall also include the Client Company Endorsement for Temporary Help Firms and the Independent Consultants Endorsement. The policy shall provide limits of not less than $1,000,000 for each wrongful act and $2,000,000 annual aggregate for each wrongful act.
3. Professional Liability Insurance (Errors & Omissions) - The Consultant shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any negligent act, error or omission in the performance of professional services under this Contract. The policy shall provide limits of $5,000,000 per claim or per occurrence for each wrongful act and $10,000,000 annual aggregate. The Consultant warrants that any applicable retroactive date precedes the date the Consultant first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least threeyears after the completion of the professional services.
4. Commercial Umbrella or Excess Liability - The Consultant shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Consultant’s umbrella or excess liability policy or (ii) $10,000,000 per occurrence and $10,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the “other insurance” provision must be amended in accordance with this requirement and principles of vertical exhaustion.
5. PRIMARY AND NONCONTRIBUTORY INSURANCE. The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.
6. DURATION. The Consultant shall carry all required insurance until all contract work is accepted by the District of Columbia, and shall carry listed coverages for threeyears for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.
7. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONSULTANT’S LIABILITY UNDER THIS CONTRACT.**
8. CONSULTANTS PROPERTY. Consultant and subConsultants are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.

1. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Consultant shall include all of the costs of insurance and bonds in the contract price.
2. NOTIFICATION. The Consultant shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the policy is canceled prior to the expiration date shown on the certificate. The Consultant shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Consultant will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.
3. CERTIFICATES OF INSURANCE. The Consultant shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

Margaret Platek, Contracting Officer

Office of Contracting and Procurement

c/o DDOT

55 M ST SE Suite 700

Washington, DC 20003

202-671-2287

[margaret.platek@dc.gov](mailto:margaret.platek@dc.gov)

The CO may request and the Consultant shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Consultant expires prior to completion of the contract, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the CO prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).

1. DISCLOSURE OF INFORMATION.The Consultant agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Consultant, its agents, employees, servants or subcontractors in the performance of this contract.
2. CARRIER RATINGS. All Consultant’s and its subcontractors’ insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide strength rating of at least A- and FSC IX (or the equivalent by any other rating agency).

**I. 9 DDOT Title VI Assurance**

I.9.1 During the performance of this Contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

I.9.1.1 COMPLIANCE WITH REGULATIONS

The contractor shall comply with the Regulations relative to Non-Discrimination in Federally Assisted Programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, (hereinafter referred to as the “Regulations”), as they may be amended from time to time, which are incorporated by reference and made a part of this contract.

I.9.1.2 NON-DISCRIMINATION

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, gender or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. A contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

I.9.1.3 SOLICIATIONS FOR SUBCONTRACTORS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT

In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, gender, or national origin.

I.9.1.4 INFORMATION AND REPORTS

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts and other sources of information, and its facilities as may be determined by DDOT or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to DDOT, or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

I.9.1.5 SANCTIONS FOR NON-COMPLIANCE

In the event of the contractor’s non-compliance with non-discrimination provisions of this contract, DDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the contractor under the contract until the contractor complies, and/or

(b) cancellation, termination, or suspension of the contract, in whole or in part.

I.9.1.6 INCORPORATION OF PROVISIONS

I.9.1.6.1 The Contractor shall include the provisions of paragraphs (1) through (6) of this Assurance in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

I.9.1.6.2 The contractor shall take such action with respect to any subcontract or procurement as DDOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of this direction, the contractor may request DDOT to enter into such litigation to protect the interests of DDOT, and in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**I.10 ORDER OF PRECEDENCE**

If there are conflicting provisions between or among Contract Documents, then the governing order of precedence shall be as follows:

* 1. The Contract, as modified, including the Federal Standard Contract Provisions and the OCP Standard Contract Provisions; if there is a conflict between the Federal Standard Contract Provisions and the OCP Standard Provisions, then the Federal Standard Contract Provisions shall prevail;
  2. Contract attachments other than the Federal and OCP Standard Contract Provisions, unless in conflict with applicable law or regulation;
  3. Consultant’s response to this solicitation and any resultant proposals to the extent that they meet or exceed the requirements of the Contract; if the response or proposal include statements that can reasonably be interpreted as offers to provide higher quality or greater quantity than otherwise required by the Contract Documents, or to perform services in addition to those otherwise required or otherwise contain terms which are more advantageous to the District than the requirements of the other Contract Documents, then the Consultant’s obligations hereunder shall include compliance with all such statements, offers, and terms.

Notwithstanding the foregoing, in the event of conflicting requirements involving any requirement within the Contract Documents, the District shall have the right to determine, in its sole option and discretion, which requirement(s) apply. The Consultant shall request the District’s determination respecting the order of precedence among conflicting provisions promptly upon becoming aware of any such conflict. The District reserves the right to determine that the requirement that requires the better quality, greater quantity, or greater benefit to the District shall apply.

“Contract Documents” shall mean

(a) A Contract executed by the District and the Consultant, including all exhibits and attachments thereto;

(b) A modification of the Contract which means (i) a written amendment to the Contract signed by both parties, (2) a Change Order, or (3) a Force Account Change Order, or (4) a Directive Letter; and

(c) Consultant’s response to the solicitation for this Contract, including the price and scope proposal attached hereto as Attachment J.13, subject to Sections I.10(3) and H.10.

**I.11. DISADVANTAGED BUSINESS ENTERPRISE (“DBE”) GOAL**

A three percent (3%)DBE subcontracting goal for firms certified as DBE’s in accordance with Title 49, Subtitle A, Part 26 of the CFR has been established for this federally-assisted contract. The contract will be subject to all applicable Federal regulations including Title VI of the Civil Rights Acts of 1964. If Contractor does not meet the DBE goal, then Contractor will be required to demonstrate good faith efforts in accordance with Title 49, Subtitle A, Part 26 of the CFR.

Title VI of the Civil Rights Act Of 1964, as amended:

During the performance of the Contract, the Contractor and any of its subcontractors shall comply with Title VI of the Civil Rights Act of 1964, as amended. This Act provides that no person shall, on the grounds of race, color or national origin, be excluded from participation in, or be denied the benefits of or be subject to discrimination in federally funded program and activities. See 42 U.S.C. §2000d *et seq*.

**I.12. LIVING WAGE:**

Offerors should consult the District of Columbia Living Wage Notice at <https://does.dc.gov/service/office-wage-hour-compliance>

**I.13. THE CONTRACT CONTAINS OTHER PROVISIONS AS APPLICABLE OR AS DETERMINED BY THE DISTRICT OF COLUMBIA**

Contractor is advised to consult “Required Solicitation Documents” found at <https://ocp.dc.gov/page/required-solicitation-documents-ocp> .

**SECTION J: LIST OF ATTACHMENTS**

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| --- | --- |
| **Attachment Number** | **Document** |
| **J.1** | General Provisions (Federally Funded Agreements) dated February 19, 1981, revised March 2, 2001 |
| **J.2** | The District of Columbia Procurement Practices Act of 1985, as amended, and Title 27 of the District of Columbia Municipal Regulations. Available at <http://ocp.dc.gov>., under Quick Links click on “Required Solicitation Documents” |
| **J.3** | Government of the District of Columbia Standard Contract Provisions for Use with Supplies and Services Contracts (July 2010) Available at [www.ocp.dc.gov](http://www.ocp.dc.gov/) click on “Required Solicitation Documents” |
| **J.4** | Fair Criminal Record Screening: The Consultant will be required to comply with the provisions of the Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law Subchapter I. Fair Criminal Record Screening). Available at <https://code.dccouncil.us/dc/council/code/titles/32/chapters/13B/subchapters/I/> |
| **J.5** | Certified Payroll (Section G Payment)- Base Period |
| **J.6** | Way to Work Amendment Act of 2006 - Living Wage Notice  Available at [www.ocp.dc.gov](http://www.ocp.dc.gov/) click on “Required Solicitation Documents” |
| **J.7** | Way to Work Amendment Act of 2006 - Living Wage Fact Sheet  Available at [www.ocp.dc.gov](http://www.ocp.dc.gov) click on “Required Solicitation Documents” |
| **J.8** | Tax Certification Affidavit  Available at [www.ocp.dc.gov](http://www.ocp.dc.gov). Click on “Required Solicitation Documents. |
| **J.9** | Bidder/Offeror Certifications Form  Available at [www.ocp.dc.gov](http://www.ocp.dc.gov). Click on “Required Solicitation Documents”. |
| **J.10** | List of Key Personnel |
| **J.11** | DBE Requirements |
| **J.12** | U.S. Department of Labor SCA Wage Determination-WD No., 2015-4281 Rev. 14 Date of Revision 07/16/2019 (or more recent version) Available at: <http://www.wdol.gov/sca.aspx> |
| **J.13** | Standard Form 330 – Request for Qualifications |
| **J.14** | Consultant’s Proposal dated April 26, 2018 |
| **J.15** | Subcontractors’ Insurance Requirements |
| **J.16** | DDOT Daily Inspection Report Form |
| **J.18** | Consultant’s Cost Summary |
| **J.19** | Definitions |
| **J.20** | Acronyms and Initializations |