

REQUEST FOR QUALIFICATIONS

**CONSULTING ENGINEERING AND
ARCHITECTURAL SERVICES**

FOR THE:

FRISCO TRANSIT CENTER

**Architectural and Civil Engineering Plans for
Building and Site Design**

CDOT PROJECT NO. 17-HTR-ZL-00012



Issue Date: August 24, 2016

ISSUED BY THE:

**SUMMIT COUNTY TRANSIT
DEPARTMENT
0222 COUNTY SHOPS ROAD
P.O. BOX 2179
FRISCO, CO. 80443
(970) 668-4161**

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- Frisco Transit Center Master Plan, February 2016
- Frisco Transit Center Property Survey, Prepared by Blue River Land Surveying, November 2015
- Geotechnical Investigation Report and Supplemental Letter, Prepared by CTL Thompson, Inc., November 2015
- Frisco Transit Center Master Plan – CAD Drawing of Site Concept Plan, Prepared by Civil Insight, February 2016
- Town of Frisco Sketch Plan and Development Application Submittal Requirements
- **ATTACHMENTS REQUIRED BY CDOT**
 - **LOCAL AGENCY CONTRACT ADMINISTRATION CHECKLIST**
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PART 1 – GENERAL

I. Purpose

Summit County is soliciting statements of qualifications from experienced consultant teams to provide architectural and engineering design services for site and building design to redevelop the Frisco Transit Center in accordance with the guidance provided in the 2016 Frisco Transit Center Master Plan (attached for reference). It is envisioned that a successful consultant team will include an architect, civil engineer and landscape architect with demonstrated experience in public facility and multi-modal site design (transit, automobile, bicycle and pedestrian). **All proposers shall be pre-qualified with the Colorado Department of Transportation (CDOT) for site and facility design.**

II. Scope of Services

The services will consist of detailed site, building and plaza design, including preparation of all plan documents needed to obtain Town of Frisco development application approval, Town building and grading permits, and to prepare bid-ready construction documents for all phases of the project.

All buildings will need to be designed to follow the Town of Frisco Development Code and related Building Codes. Particular emphasis should be placed on innovative, sustainable and cost effective design that demonstrates environmental soundness and neighborhood compatibility. The County desires for the development to be energy efficient and environmentally sustainable in all aspects of its design and operation. We would like for the development to meet a LEED or equivalent standard; however we do not intend to actually pursue the award of the LEED designation due to the costs of commissioning and certification.

A. General Project Description

The Frisco Transit Center is located at 1010 Meadow Drive in the Town of Frisco, Colorado on a 6.2 acre property owned by Summit County (legally described as Lot 1, Summit Stage Transit Center). The property serves as a multi-modal transit center for the County's Summit Stage Transit System, regional bus services provided by Greyhound and CDOT Bustang, four Airport/Resort shuttle services and a Hertz rental car agency. A daily average of 800 transit riders pass through the FTC, with up to 2-3 times more daily riders during busy holiday periods.

The County completed the Frisco Transfer Center Master Plan in February, 2016, which establishes a site vision to guide redevelopment of the property over the next several years. The Plan includes site and building programming, and provides a recommended site configuration and building floor plan. The master planning process included high-level due diligence regarding site utilities, drainage and snow storage to ensure that any limiting factors were taken into account in the conceptual design.

The Conceptual Master Plan is just that: a concept. The next step of implementation is to execute full design, engineering and construction documents. Accordingly, the Master Plan's final site concept plan and building plan provide general guidance that shall be used to prepare the more detailed architectural and engineering plans now being requested. The County will utilize a Design-Bid-Build process, in which the construction documents prepared through this requested contract will then be put out for a competitive bid prior to selecting a contractor.

This project has been approved by CDOT for funding for the preparation of final design and construction plans. Project oversight will be provided by CDOT Region 3 in conjunction with the Department of Transit and Rail (DTR).

A copy of the Frisco Transit Center Master Plan is attached for reference and is also available at the Summit Stage website: <http://www.co.summit.co.us/1019/Frisco-Transit-Center-Master-Plan>. The following documents are also available: a property survey completed by Blue River Land Surveying in November 2015; a geotechnical investigation report and supplemental letter prepared by CTL Thompson, Inc. in November 2015; a CAD Drawing of the Frisco Transit Center Master Plan Site Concept Plan, prepared by Civil Insight in February 2016; and the Town of Frisco

Sketch Plan and Development Application Submittal Requirements. Additional attachments required by CDOT are also provided, including the Local Agency Contract Administration Checklist. County staff will work in conjunction with the selected consultant team to prepare and submit all documents required by CDOT for utilization of the awarded funds for project design.

B. Project Requirements

DBE Goals

- CDOT has determined the contract goal for DBE participation in this Contract will be met with certified DBE's who have been determined to be underutilized on professional services contracts (CDOT Form 1331). The DBE goal has been established as follows:
 - Professional Services Consultants and/or Subconsultants: 0% (CDOT Form 1331 will be required)

General Requirements

- The consultant will be expected to provide a full range of architectural and engineering services and accept project management responsibility at all levels. The services shown below are not to be considered the final scope of work. The final scope of work will be determined between the selected consultant and the County.
- All work shall be completed using the latest CDOT design and construction standards, guidelines, practices, and procedures.

Preliminary Design

- At the preliminary design level the consultant will be required to provide detailed design plans for all components of the project. A status set of plans will be kept available to the County for review and submittal to the appropriate agencies, utility companies, and affected property owners as needed.
- The plans must locate all existing utilities and structures. They must be shown both horizontally and vertically and in relation to the proposed improvements. All utility conflicts must be identified and relocation/removal plans must be coordinated through the appropriate utility companies.
- The County will coordinate the identification of rights-of-ways and easements, if applicable, and complete the preparation of right-of-way/easement exhibits and plans. In addition, the County has completed a conceptual design (Master Plan) and much of the field surveying in the project area. This existing information will be provided to the consultant.
- The consultant will be responsible for preparing documents in accordance with the requirements of the current federal and state environmental regulations including the National Environmental Policy Act of 1969 (NEPA).
- An initial site assessment will be conducted by the consultant to determine if any hazardous materials may exist in the project area.
- During construction if one acre or more of earth disturbance is anticipated a CDPS permit is required. A Storm Water Management Plan (SWMP) is one of the requirements for the CDPS permit.
- All geotechnical investigation services required for the design of this project will be provided by the consultant. These services will include a detailed soils report.
- The consultant must provide detailed written monthly progress reports throughout the duration of the design. The progress reports will be part of the billing submitted monthly.
- A preliminary drainage report will be required for review which shall consider historical flows on the site and suggest appropriate measures to address passing of such flows. The drainage report shall address all historical storm water crossings as well as analysis of the roadway drainage.

- At the completion of the Preliminary Design Phase, the consultant shall provide the County with four (4) 11"x17" sets of review plans, related specifications (CDOT special provisions), and an Engineer's Estimate. The plans/specifications should be approximately 75% complete. The consultant shall also be prepared to provide the County with drawings in electronic PDF format. The consultant shall attend a formal Field Inspection Review (FIR) meeting conducted by the County, and attended by CDOT staff.

Final Design

- At the final design level the consultant will be required to provide detailed design plans for all aspects of the project. This includes roadway plan/profile, drainage, property restoration, erosion control, and traffic control sheets. Typical CDOT style 11"x17" size drawings will be required and they shall be plotted on high quality paper to ensure accuracy and scale. One set of final design drawings shall be signed and stamped by a Colorado registered professional engineer in legal size format.
- The consultant will be required to prepare contract documents and specifications. The technical specifications format shall be in the (CDOT) format. The bidding documents will contain County standard contracts and bid forms, to be provided to the consultant.
- Near the completion of the Final Design Phase the consultant shall provide the County four (4) 11"x17" sets of review plans, related specifications, and an Engineer's Estimate. The plans should be approximately 95% complete. The consultant shall be required to provide the County with Final Drawings electronically (PDF format). The consultant shall attend a formal Final Office Review (FOR) meeting conducted by the County, and attended by CDOT staff. The consultant shall incorporate all comments into the final set of bid documents, and submit one stamped and signed set by the Professional Engineer in charge.

Construction Administration

- The consultant may be selected to provide construction administration and project management including submittal review, documentation, and continuous full time field inspection for the project per CDOT protocol. Any required materials testing not provided by the construction contractor will be arranged by the County.
- The consultant may also be required to produce "as constructed" drawings at the completion of the project. Final drawings shall also be submitted on CD in PDF format. All material submitted at the completion of the project shall become property of Summit County.
- The Project Representative, throughout the duration of the construction, must also keep monthly progress reports, daily logs, and all other documentation as described in the CDOT Local Agency Manual.

C. Procurement and Project Schedule (Anticipated)

- RFQ Advertisement Issued----- August 24, 2016
- Pre-proposal Meeting----- September 8, 2016 (1:30 PM)
- Deadline for Questions----- September 15, 2016 (5:00 PM)
- Qualifications due at Transit----- September 27, 2016 (4:00 PM)
- Shortlist by----- October 10, 2016
- Consultant Interviews----- Week of October 17, 2016
- Contract Negotiations/Award----- October 24, 2016

A **mandatory** pre-proposal meeting will be held on **September 8, 2016 (1:30 PM)** in the Buffalo Mountain Room at the Summit County Commons, located at 0037 Peak One Drive, Frisco, Colorado. Consultants must attend and record their presence at the mandatory pre-proposal meeting. Proposals received from Consultants without record of presence at this meeting, will be considered non-compliant and rejected. This meeting will be the best time for consultants to ask questions pertaining to this project.

The project schedule currently anticipates the following approximate timeline for key project tasks and milestones:

Town of Frisco Development Review:

- Town of Frisco Pre-Application Conference – November 2016 (1 month prior to sketch plan submittal)
- Submit Sketch Plan Application – January 2017
- Town of Frisco Sketch Plan Review Process – 2 weeks
- Submit Development Application – February/March 2017
- Application materials include: site plan, architectural plans, drainage and grading plan, landscaping and revegetation plan, lighting plan, and any additional materials that may be required by the Town (e.g., traffic study and detailed soils information, etc.)
- Town of Frisco Development Application Review Process – 52 days minimum, but plan to allow up to 3 months) – March 2017 – May 2017

Concurrent CDOT Design Review:

- FIR Plan Review (30% Plans) – March 2017 submit plans to CDOT project team for review; minimum 4 weeks for review
- FOR Plan Review (90% Plans – almost bid ready) – May 2017 submit plans to CDOT project team for review; minimum 4 weeks for review
- Finalize Construction Documents and Obtain All Permits – August 2017
- Advertise for Phase 1 Construction Contract – September 2017
- Contract Award – November 2017
- Phase 1 Construction Start – June 2018

III. Instructions to Consultants

A. Submittal Requirements

Qualified consultants interested in performing the work described in this request for qualifications should submit the following information to the County in any order they choose.

1. Qualifications of your firm and staff proposed to perform the work on this project.
2. A list of similar projects completed in the last five years.
3. A list of critical issues that the consultant considers to be of importance for the project.
4. Provide a scope of work and project schedule for the proposed design and management of the project, and an estimate of the number of hours required to complete each project task. Upon award of selection, the scope of work will be revised with County staff to formulate the final scope of work for the project.
5. References from at least three other projects with similar requirements that have been completed within the past five years and that have involved the staff proposed to work on this project. As part of the reference check process, the County may choose to visit one or more of the listed projects and/or request a copy of the plans and documentation completed.

6. A sample plan and profile sheet(s) of a similar project should be included in each submittal. Examples should be no smaller than 11"x17".
7. Detail any experience your firm has with road design and drainage analysis.
8. Consultant's willingness to enter into the Summit County Standard Contract Agreement included as part of the RFP, and their ability to meet the % UDBE goal set by CDOT.
9. Limit the total length of your proposal to a maximum of 20 pages (excluding covers, and CDOT Form 1331). The County will reject proposals received that are longer than 20 pages in length.
10. Submit a total of five copies of your proposal.
11. The RFQ is available electronically at www.summitcountyco.gov
12. Qualifications must be delivered to the Summit County Transit Department, 0222 County Shops Road, Frisco, CO 80443208 East Lincoln, Breckenridge, CO 80424, no later than 4:00 PM (Purchasing time clock), September 27, 2016.
13. Summit County reserves the right to reject any and/or all proposals, to further negotiate with the successful consultant and to waive informalities and minor irregularities in proposals received, and to accept any portion of the proposal if deemed to be in the best interest of Summit County to do so. The total cost of preparation and submission shall be borne by the consultant. All information submitted in response to this request for proposal is public after the Notice of Award has been issued. The consultant should not include as part of the proposal any information which they believe to be a trade secret or other privileged or confidential data. If the consultant wishes to include such material, then the material should be supplied under separate cover and identified as confidential. Entire proposals marked confidential will not be honored. Summit County will endeavor to keep that information confidential, separate and apart from the proposal subject to the provisions of the Colorado Open Records Act or order of court.

B. Contacts

Questions related to the submittal requirements and procedures should be directed to:

Jim Andrew – Transit Director
Summit County Transit Department
Telephone: 970-668-4161
Email: Jim.Andrew@summitcountyco.gov

PART 2 – SELECTION PROCESS

IV. Selection Criteria and Method

The Summit County Purchasing Policy process prescribes the consultant selection criteria and method. This document is available by contacting the Summit County Finance Department at 970-453-3434. A selection committee shall include representatives from the County Manager, Engineering, Finance and Transit Departments.

Selection Criteria

Review and Assessment

Professional firms will be evaluated on the following criteria. These criteria will be the basis for review of the written proposals and interview session.

The rating scale shall be from 1 to 5, with 1 being a poor rating, 3 being an average rating, and 5 being an outstanding rating.

WEIGHTING FACTOR	QUALIFICATION	STANDARD
2.0	Scope of Proposal	Does the proposal show an understanding of the project objective, methodology to be used and results that are desired from the project?
2.0	Assigned Personnel	Do the persons who will be working on the project have the necessary skills? Are sufficient people of the requisite skills assigned to the project?
1.0	Availability	Can the work be completed in the necessary time? Can the target start and completion dates be met? Are other qualified personnel available to assist in meeting the project schedule if required? Is the project team available to attend meetings as required by the Scope of Work?
1.5	Motivation	Is the firm interested and are they capable of doing the work in the required time frame?
2.0	Firm Capability	Does the firm have the support capabilities the assigned personnel require? Has the firm done previous projects of this type and scope?
1.0	UDBE	Did the firm comply with the goals as established by CDOT?

Reference evaluation (Top Ranked Firm)

The County will check references using the following criteria. The evaluation rankings will be labeled Satisfactory/Unsatisfactory.

QUALIFICATION	STANDARD
Overall Performance	Would you hire this Professional again? Did they show the skills required by this project?
Timetable	Was the original Scope of Work completed within the specified time? Were interim deadlines met in a timely manner?
Completeness	Was the Professional responsive to client needs; did the Professional anticipate problems? Were problems resolved quickly and effectively?
Budget	Was the original Scope of Work completed within the project budget?
Job Knowledge	If a study, did it meet the Scope of Work? If Professional administered a construction contract, was the project functional upon completion and did it operate properly? Were problems corrected quickly and effect?

PART 3 – PROFESSIONAL SERVICES AGREEMENT

V. Terms and Conditions

The successful consultant, upon award of a formal contract, shall be paid on a specific rate of pay basis, not to exceed a stipulated amount without a prior authorization. The consultant may submit invoices at monthly intervals for work satisfactorily completed. The amount of such partial payment shall be based upon certified progress reports and billings covering work performed.

VI. Agreement for Professional Services (Sample of Standard Contract)

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between Summit County, Colorado, whose address is PO Box 68, Breckenridge, Colorado 80424, hereinafter referred to as County, and _____ whose address is _____, hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, the County is in need of hiring an independent contract professional to perform the following "Professional Services:" the professional services listed in the Scope of Services attached hereto as ordered by the County and

WHEREAS, the Contractor has the time available and is willing to perform the Professional Services, according to the terms of this Agreement.

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

1. TERM: The term of this Agreement shall be from _____, through and until _____.

2. SERVICES PROVIDED BY CONTRACTOR: Contractor agrees to perform the Professional Services for the compensation provided below and as attached in the Scope of Work.

COMPENSATION: County agrees to pay Contractor for all service performed hereunder as follows: the Professional Services shall be provided at the rates set forth in the Scope of Work and shall not exceed the maximum compensation of \$

Invoices will be submitted by the Contractor monthly for services performed and expenses incurred pursuant to this Agreement during the prior month. All compensation amounts payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

3. INDEPENDENT CONTRACTOR: Contractor agrees that he or she is an independent contractor and will not become an employee of the County, nor is he or she entitled to any employee benefits from the County as a result of the execution of this Agreement.

4. INDEMNIFICATION, DESIGN AND INSURANCE: Contractor shall indemnify the County and CDOT, its officers and employees, against liability for injury or damage caused by any negligent act or omission by Contractor in the performance of this Agreement and shall hold the County harmless from any loss occasioned as a result of the performance of this Agreement. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all services rendered by Contractor and shall, without additional compensation, promptly remedy and correct any errors, omissions, or other deficiencies. Contractor shall maintain commercial general liability insurance in the amount of \$500,000 combined single limits and errors and omissions insurance in the amount of

\$1,000,000.

5. NON-ASSIGNMENT: Contractor may not assign or transfer this Agreement, any interest therein or claim there under, without the prior written approval of the County.
6. ACCESS TO RECORDS: County shall have access to Contractor's financial records for the purposes of audit. Such records shall be complete and available for audit 90 days after final payment hereunder and shall be retained and available for audit purposes for at least five years after final payment hereunder.
7. TERMINATION: Either party may terminate this Agreement at any time by providing the other party with a 10-day written notice thereof. Furthermore, this Agreement may be terminated at any time without notice upon a material breach of the terms of the Agreement.
8. TIME OF THE ESSENCE: Time is of the essence in each and all provisions of this Agreement.
9. ENTIRE AGREEMENT/MODIFICATIONS: This Agreement constitutes the entire understanding between the parties with respect to the promises and covenants made therein. No modification of the terms of this Agreement shall be valid unless made in writing and agreed to by both parties.
10. NON-APPROPRIATION: No portion of this Agreement shall be deemed to create an obligation on the part of County to expend funds not otherwise appropriated in each succeeding year.
11. WAIVER OF IMMUNITIES/THIRD PARTY LIABILITY: No portion of this Agreement shall be deemed to constitute a waiver of any immunities of County or its officers or employees may possess, nor shall any portion of this Agreement be deemed to have created a duty of care with respect to any persons other than County and not a party to this Agreement.
12. COUNTY REPRESENTATIVE: County will designate, prior to commencement of work, its project representative ("County Representative") who shall make, within the scope of his or her authority, all necessary and proper decisions with reference to the project. All requests for contract interpretations, change orders, and other clarification or instruction shall be directed to County Representative.
13. MONTHLY REPORT: Commencing thirty (30) days after the date of execution of this Agreement and every thirty (30) days thereafter, Contractor is required to provide the County with a written report of the status of the work with respect to the Scope of Services, Work Schedule, and other material information. Failure to provide any required monthly report may, at the option of the County, suspend the processing of any partial payment request.
14. ACCEPTANCE NOT WAIVER: County's approval of drawings, designs, plans, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Contractor of responsibility for the quality or technical accuracy of the work. County's approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights or benefits provided to County under this Agreement.
15. OTHER REQUIREMENTS: The design work under this contract shall be compatible with the requirements of a separate contract between the Local Agency and the State (which is incorporated herein by this reference) for the design/construction of the project. The State is an intended third party beneficiary of this contract for that purpose.

Upon advertisement of the project work for construction, the consultant shall make available services as requested by the State to assist the State in the evaluation of construction and the resolution of construction problems that may arise during the construction of the project.

The Contractor shall review the construction contractor's shop drawings for conformance with the contract documents and compliance with the provisions of the State's publication, "Standard Specifications for Road and Bridge Construction", in connection with this work.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this _____ day of _____, _____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SUMMIT COUNTY, COLORADO

By: _____
Clerk to the Board

By: _____
Scott Vargo, County Manager

CONTRACTOR:

By: _____ Name: _____ Date _____
_____ Title

SUBSCRIBED AND SWORN to before me this _____ day of _____, _____.

WITNESS my hand and official seal.

My commission expires:

PART 4 – ATTACHMENTS REQUIRED BY CDOT

ADDENDUM A: FEDERAL REQUIREMENTS

Federal laws and regulations that may be applicable to the Work include:

- A. The "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (Common Rule), at 49 Code of Federal Regulations, Part 18, **except to the extent that other applicable federal requirements (including the provisions of 23 CFR Parts 172 or 633 or 635) are more specific than provisions of Part 18 and therefore supersede such Part 18 provisions.** The requirements of 49 CFR 18 include, without limitation:
 - 1. the Local Agency/Contractor shall follow applicable procurement procedures, as required by section 18.36(d);
 - 2. the Local Agency/Contractor shall request and obtain prior CDOT approval of changes to any subcontracts in the manner, and to the extent required by, applicable provisions of section 18.30;
 - 3. the Local Agency/Contractor shall comply with section 18.37 concerning any subgrants;
 - 4. to expedite any CDOT approval, the Local Agency/Contractor's attorney, or other authorized representative, shall also submit a letter to CDOT certifying Local Agency/Contractor compliance with section 18.30 change order procedures, and with 18.36(d) procurement procedures, and with 18.37 subgrant procedures, as applicable;
 - 5. the Local Agency/Contractor shall incorporate the specific contract provisions described in 18.36(i) (which are also deemed incorporated herein) into any subcontract(s) for such services as terms and conditions of those subcontracts.
- B. Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60) (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees).
- C. The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and subgrants for construction or repair).
- D. The Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) (Construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation. This act requires that all laborers and mechanics employed by contractors or sub-contractors to work on construction projects financed by federal assistance must be paid wages not less than those established for the locality of the project by the Secretary of Labor).
- E. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).
- F. Standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (contracts, subcontracts, and subgrants of amounts in excess of \$100,000).
- G. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).
- H. Office of Management and Budget Circulars A-87, A-21 or A-122, and A-102 or A-110, whichever is applicable.
- I. The Hatch Act (5 USC 1501-1508) and Public Law 95-454 Section 4728. These statutes state that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally-assisted programs.

- J. 42 USC 6101 et seq. 42 USC 2000d, 29 USC 794, and implementing regulation, 45 C.F.R. Part 80 et. seq.. These acts require that no person shall, on the grounds of race, color, national origin, age, or handicap, be excluded from participation in or be subjected to discrimination in any program or activity funded, in whole or part, by federal funds;
- K. The Americans with Disabilities Act (Public Law 101-336; 42 USC 12101, 12102, 12111-12117, 12131-12134, 12141-12150, 12161-12165, 12181-12189, 12201-12213 47 USC 225 and 47 USC 611.
- L. The Uniform Relocation Assistance and Real Property Acquisition Policies Act, as amended (Public Law 91-646, as amended and Public Law 100-17, 101 Stat. 246-256). (If the contractor is acquiring real property and displacing households or businesses in the performance of this contract.)
- M. The Drug-Free Workplace Act (Public Law 100-690 Title V, subtitle D, 41 USC 701 etseq.).
- N. The Age Discrimination Act of 1975, 42 U.S.C. Sections 6101 et. seq. and its implementing regulation, 45 C.F.R. Part 91;
Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, and implementing regulation 45 C.F.R. Part 84.
- O. 23 C.F.R. Part 172, concerning "Administration of Engineering and Design Related Contracts".
- P. 23 C.F.R Part 633, concerning "Required Contract Provisions for Federal-Aid Construction Contracts".
- Q. 23 C.F.R. Part 635, concerning "Construction and Maintenance Provisions".
- R. Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973. The requirements for which are shown in the Nondiscrimination Provisions, which are attached hereto and made a part hereof.

Nondiscrimination Provisions:

In compliance with Title VI of the Civil Rights Act of 1964 and with Section 162(a) of the Federal Aid Highway Act of 1973, the Contractor, for itself, its assignees and successors in interest, agree as follows:

- A. Compliance with Regulations. The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.
- B. Nondiscrimination. The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, sex, mental or physical handicap or national origin in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. The Contractor will 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 C of the Regulations.
- C. Solicitations for Subcontracts, Including Procurement 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 procurement of materials or 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 ground of race, color, sex, mental or physical handicap or national origin.
- D. Information and Reports. The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State, or the FHWA as appropriate and shall set forth what efforts have been made to obtain the information.
- E. Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the State shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 1. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or;
 2. Cancellation, termination or suspension of the contract, in whole or in part.
- F. Incorporation of Provisions. The Contractor will include the provisions of paragraphs A through F in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interest of the State and in addition, the Contractor may request the FHWA to enter into such litigation to protect the interests of the United States.

Certification for Federal-Aid Contracts

The contractor certifies, by signing this contract, to the best of its knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

The prospective participant also agree by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Required by 23 CFR 635.112

ATTENTION CONSULTANTS - NOTICE

In February, 1999 the U. S. Department of Transportation (USDOT) revised its Title 49, Code of Federal Regulations, Parts 23 and 26, concerning its continuing requirement that all States implement a Disadvantaged Business Enterprise (DBE) Program for all federally-funded contracts. That federal requirement applies to all section 24-30-1401, C.R.S., federally-funded professional services consultant agreements executed by CDOT.

In response to that federal regulation, in June, 2001 the Colorado Transportation Commission adopted Resolution No. 966. Among other things, Resolution No. 966 established a new DBE goal setting process for professional services consultant contracts, in order to more narrowly tailor CDOT's DBE program to conform with the results of the 2000 Statewide Disparity Study. That Disparity Study found that all DBEs will be considered to be UDBEs.

Accordingly, CDOT will now set individual project goals on consultant contracts for all UDBE professional services consultants/subconsultants, based upon the type of work included in each project and the availability of UDBEs capable of performing such work. CDOT will use a consultant's proposed use of UDBE participation in the project work as an evaluation criterion in the selection of a consultant for the project.

Project specific DBE goals will be set by the appropriate Regional EEO Representative or Headquarters DBE Program Manager, using a process similar to the one currently used to establish DBE goals for UDBEs on highway construction projects.

As a result, all CDOT professional services projects advertised after June, 2001 shall contain individual project UDBE goals conforming to Resolution No. 966, and each selected consultant shall be required by CDOT's project contract to provide the UDBE participation contained in its proposal. Please refer to the section in the Statement of Interest package that describes the new DBE goals and requirements.

DISADVANTAGED BUSINESS ENTERPRISE
DEFINITIONS AND REQUIREMENTS

1. Definitions and Procedures - For this project, the following terms are defined:
 - A. Disadvantaged Business Enterprise (UDBE). A small business concern that is certified as being:
 1. At least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and
 2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
 3. "Socially and Economically Disadvantaged individuals" means those individuals who are citizens or lawfully admitted permanent residents of the United States and who are:
 - (a) Minorities or individuals found by the Small Business Administration pursuant to Section 8(a) of the Small Business Act to be disadvantaged.
 - (b) Individuals found by the Office of Certification at the Department of Regulatory Agencies to be socially and economically disadvantaged.
 - B. UDBE Joint Venture. An association of two or more businesses formed to carry out a single business enterprise for profit for which purposes they combine their property, capital, efforts, skills and knowledge. UDBE joint ventures must be certified as a joint venture. The UDBE percentage of the joint venture will be determined at the time of certification.
 - C. Underutilized UDBE (UDBE). A firm which meets the definition of Underutilized Disadvantaged Business Enterprise (UDBE) based on the findings and recommendations of CDOT's Disparity Study concerning consultants on CDOT projects and is eligible to meet the contract goal as defined in the paragraph titled "Contract Goal." The Colorado Transportation Commission adopted Resolution No. 966 and set a 10.93% overall annual goal for the remainder of FFY 2001 and for FFY 2002.
 - D. Contract Goal. The goal for UDBE participation that the Department determines should appropriately be met by the selected consultant, based on the type of work included in each project and the availability of UDBEs capable of performing such work. The Contract goal will be the percentage stated in the invitation for consultant services and in the project documents.
 - E. Certification as a UDBE by the Department
 1. Any small business may apply to the Department of Regulatory Agencies (DORA) for status as a UDBE. Application shall be made on forms provided by the DORA for certification of UDBEs. However, only work contracted or subcontracted to UDBEs that also qualify as UDBEs and independently Performed by UDBEs shall be considered toward contract goals as established elsewhere in these specifications.
 2. It shall be the UDBE applicant's responsibility to submit applications so that the DORA has sufficient time to render decisions. The DORA will review applications in a timely manner but is not committed to render decisions about a firm's UDBE status within any given period of time.
 3. The Department will prepare, publish or make available from time to time a list of UDBE contractors, consultants, vendors and suppliers for the purpose of providing a reference source to assist any consultant in identifying UDBEs and UDBEs. Consultants will be solely responsible for verifying the Certification of UDBEs they intend to use prior to submitting a Statement of Interest (SOI.) The Business Programs Office in the Center for Equal Opportunity will maintain a current list of eligible UDBEs. The UDBE list is also available at: <http://www.dot.state.co.us/business/design/consultantmgf/>

2. Selection of UDBEs by Consultant:

- A. Consultants shall exercise their own judgments in selecting any sub consultant to perform any portion of the work.

3. Requirements

- A. The use of UDBEs is an evaluation factor for consultant selection under Section 24-30-1403 (2) CRS. All Consultants shall submit with their proposals a list of the names of their UDBE subconsultants to meet the contract goal.
- B. If the Consultant proposes to voluntarily use any non-UDBEs on the project, the Consultant shall also submit the names of those UDBEs. However, the non-UDBEs will not be used to meet the UDBE goal for the project.
- C. Evaluation points will be awarded for UDBE participation during the Statement of Interest (SOI) scoring. A maximum of 5 evaluation points will be awarded for UDBE participation during the SOI scoring. If the consultant doesn't submit sufficient UDBE participation to meet the project goal, they may be awarded from 0 to 4 points, based on the amount of UDBE participation they submit.
- D. The selected consultant must use the UDBE firms named (if any) in the Statement of Interest for the items of work described. The replacement of a named UDBE firm will be allowed only as provided for in (6) of the UDBE Definitions and Requirements. Failure to comply may constitute grounds for default and termination of the Contract.
- E. Consultant's UDBE Obligation.
 - 1. The Consultant submitting a Statement of Interest and a Work Plan on consultant projects advertised by the Department agrees to ensure that UDBEs, as defined in this special provision, have the maximum opportunity to participate in the performance of contracts or subcontracts. The prime Consultant shall not discriminate on the basis of race, color, national origin, or sex in the selection and bidding process or the performance of contracts.
 - 2. To ensure that UDBEs are offered maximum opportunity to participate in the performance of contracts, it is the responsibility of the prime Consultant to offer and to provide assistance to UDBEs related to the UDBE performance of the subcontract. However, the UDBE must independently perform a commercially useful function on the project, as described in F(4) below.
- F. Counting UDBE Participation Toward Goals
 - 1. Once a firm has been certified as a UDBE, the total dollar amount of the contract awarded to the firm shall be counted toward the contract goal as explained below, and as modified for the project in the project special provisions titled "Contract Goal."
 - 2. The actual dollar total of a proposed subcontract, supply or service contract with any UDBE firm shall be reported to the Department in the Consultant's Cost Proposal.
 - 3. The eligibility of a proposed UDBE subconsultant will be finally established based on the firm's status at the time the contract is signed. If a firm becomes certified as a UDBE during performance under a fully executed contract with CDOT but prior to the UDBE performing any work, then 100% of the work performed by the firm under that contract may be claimed as eligible work. No work performed by a UDBE firm can be counted toward UDBE participation prior to the firm receiving certification as a UDBE.
 - 4. The Consultant may count toward its contract goal only that percentage of expenditures to UDBEs which independently perform a commercially useful function in the work of a contract. A UDBE is considered to be performing a commercially useful function by actually performing, managing, and supervising the work involved. To determine whether a UDBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, work performed solely by the UDBE, industry practices, and other relevant factors.

5. A UDBE may enter into subcontracts consistent with normal industry practices. If a UDBE subcontracts over 51% of the work of the Contract the UDBE shall be presumed not to be performing a commercially useful function. The UDBE may present evidence to rebut this presumption to the Department.
6. The Consultant may count toward its contract goal the percentage of expenditures for materials and supplies obtained from UDBE suppliers (regular dealers) and manufacturers specifically for use on the project, provided that the UDBEs assume the actual and contractual responsibility for and actually provide the materials and supplies.
 - a. The Consultant may count 100 percent of its expenditures to an UDBE manufacturer if the purchased items are to be used on the project. A UDBE manufacturer is a certified firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Consultant.
 - b. The Consultant may count 60 percent of its expenditures to UDBE suppliers that are not manufacturers, provided that the UDBE supplier performs a commercially useful function in the supply process. A supplier is a certified firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the Contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a supplier the firm must engage in, as its principal business and in its own name, the purchase and sale of the products in question. A supplier in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as manufacturers or suppliers within the meaning of this section.
 - c. The Consultant may count toward its UDBE goal the following expenditures to UDBE firms that are not manufacturers or suppliers:
 1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the Contract, provided that the fee or commission is determined by the Department to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 2. The fees charged for delivery of materials and supplies required to a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a supplier of the materials and supplies, provided that the fee is determined by the Department to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 3. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the Contract, provided that the fee or commission is determined by the Department to be reasonable and not excessive as compared with fees customarily allowed for similar services.

4. Determination of goal achievement

To determine the goals achieved under this Contract, the UDBE participation shall be divided by the original prime Contract amount and multiplied by 100 to determine the percentage of performance. The Consultant shall maintain records of payment that show amounts paid to all UDBEs and UDBEs. Upon completion of the project, the Consultant shall submit a list of all UDBEs (both UDBEs and other UDBEs) that participated in this Contract, the subcontract tier number of each, and the dollar amount paid to each. The Consultant shall certify the amount paid, which may be audited by the Department. When the participation by UDBEs is less than the Consultant committed to the Department, the Consultant shall submit a statement to CDOT that indicates the amount of participation and gives reasons why it was different from the Consultant's commitment.

5. Replacement of UDBEs used to meet the contract goal

- A. Based upon a showing of good cause the Consultant may request that a UDBE named in the Consultant's Statement of Interest be replaced with another UDBE pursuant to the terms and conditions of this special provision. Replacements will be allowed only with prior written approval of the Department.
- B. If a replacement is to be requested prior to the time that the named UDBE has begun to effectively prosecute the work under a fully executed subcontract, the Consultant shall furnish to the Department the following:
 - 1. Written permission of the named UDBE. Written permission may be waived only if such permission cannot be obtained for reasons beyond the control of the Consultant.
 - 2. A full written disclosure of the circumstances making it impossible for the Consultant to comply with the condition of award.
 - 3. Documentation of the Consultant's assistance to the UDBE named in the Consultant's Statement of Interest.
 - 4. Copies of any pertinent correspondence and documented verbal communications between the Consultant and the named UDBE.
 - 5. Documentation of the Good Faith Efforts in finding a replacement UDBE and the results of the efforts. It is within the control of the Consultant to locate, prior to award, UDBEs that offer reasonable prices and that could reasonably be expected to perform the work. For this reason, increased cost shall not, by itself, be considered sufficient reason for not providing an in-kind replacement.
- C. In the event a UDBE begins to prosecute the work and is unable to satisfactorily complete performance of the work, the Consultant shall furnish to the Department the following:
 - 1. Documentation that the subject UDBE did not perform in a satisfactory manner.
 - 2. Documentation of the Consultant's assistance to the UDBE prior to finding the UDBE in default.
 - 3. A copy of the certified letter finding the UDBE to be in default or a letter from the UDBE stating that it cannot complete the work and it is turning the work back to the Consultant.
 - 4. Copy of the contract between the Consultant and the UDBE, plus any modifications thereto.

6. Sanctions

- A. It is the obligation of the Consultant to provide UDBE firms with the maximum opportunity to participate in the performance of the work.
- B. It is the responsibility of UDBE firms to perform their work in a responsible manner fully consistent with the intent of the UDBE program, and in substantial compliance with the terms and conditions of these UDBE definitions and requirements.
- C. UDBE firms which fail to perform a commercially useful function as described in subsection 4(E) of these UDBE definitions and requirements or operate in a manner which is not consistent with the intent of the UDBE program may be subject to revocation of certification.
- D. A finding by the Department that the Consultant has failed to comply with the terms and conditions of these UDBE definitions and requirements may constitute sufficient grounds for default and termination of the Contract.

COLORADO DEPARTMENT OF TRANSPORTATION CERTIFICATE OF PROPOSED DBE PARTICIPATION FOR PROJECT SPECIFIC (PS) CONSULTANT CONTRACTS	CMS #:	Anticipated Location(s):
	Project #:	Sheet: _____ of _____
	Contract DBE Goal: _____ %	Will Your DBE % Meet The Goal (box C)? <input type="checkbox"/> YES <input type="checkbox"/> NO

Instructions For Prime Consultant:

An officer of the consultant must complete and submit an original copy of this form as part of the *Commendation Section* of your PS contract Statement Of Interest (SOI).

Submit a separate COOT Form #1331 for each proposed DBE.

Attach a signed *Letter of Acceptance* and copy of DBE certificate from each DBE firm.

Retain a photocopy for your records.

(NOTE: See 49 CFR part 26.55, and the *DBE Definitions and Requirements* section of the contract, for further information concerning counting DBE participation toward the contract's DBE goal.)

NAME OF DBE SUBCONSULTANT	ITEMS OF WORK TO BE PERFORMED BY DBE SUBCONSULTANT

REQUIRED ATTACHMENTS: Letter of Acceptance DBE certificate;

A) What percentage of the overall contract is this proposed subcontract, supply/vendor contract, OR service/broker contract? <small>NOTE: Calculate % based on actual subcontractor dollars and not prime contract prices. Only report % amounts that are eligible for counting toward the contract goal (See <i>DBE Definitions and Requirements</i> in contract).</small>	A>	%
B) What is the total percentage value of proposed DBE participation from prior sheets/forms?	B>	%
C) What is the accumulative percentage value of the overall contract that is committed to DBEs? $C = [A + B]$	C>	%

I certify that:

- My company has accepted a proposal from the DBE subconsultant named above.
- My company has notified the proposed DBE subconsultant of the commitment % of work (*Letter of Acceptance* is attached).
- My company's use of the proposed DBE subconsultant for the items of work listed above is a condition of the contract award.
- My company will not use a substitute DBE subconsultant for the proposed DBE subconsultant's failure to perform under a fully executed subcontract, unless my company complies with the *DBE Definitions and Requirements* section of the contract.
- In addition, if my company does not meet the intended DBE goal for this contract and is unable to document adequate good faith efforts, I understand that my company will receive a poor contract performance rating from COOT, which will negatively impact the scoring of our Statements of Interest (SOI) on future COOT contracts.

I declare under penalty of perjury in the second degree, and any other applicable state or federal laws that the statements made on this document are true and complete to the best of my knowledge.

COMPANY NAME:	DATE: / /
COMPANY OFFICER SIGNATURE:	TITLE: