

Government of the District of Columbia

Department of Transportation



d. Office of Contracting and Procurement

DISTRICT ARCHITECT AND ENGINEER (“A/E”) SCHEDULE TASK ORDER (“TO”) SOLICITATION

Date: December 14, 2023

Category of Services: Category D – Construction Management and Inspection Services (CMIS)

Title: Request for Qualifications (RFQ) for Construction Management and Inspections Services for Citywide Safe Routes to School (SRTS) – Sidewalk and Safety Construction Activities

Solicitation No: OCPTO 230053

1. Introduction

The District of Columbia Office of Contracting and Procurement, for and on behalf of the District of Columbia Department of Transportation (“DDOT”), pursuant to the Procurement Practices Reform Act of 2010, and the Procurement Integrity, Transparency, and Accountability Amendment Act of 2016, is issuing this Request for Qualifications (“RFQ”) to solicit Statements of Qualifications (“SOQ”)s from firms (“Offerors”) interested in providing Construction Management (“CM”) Services for the purposes of managing citywide Safe Routes to School safety construction and sidewalk construction activities performed under a construction contract mechanism within DDOT’s Planning and Sustainability Division (the “Project”). Selection of a Consultant will be made using a qualifications-based process.

2. Project Background

The District Department of Transportation is investing in transportation facilities and programs that address the future needs of Washingtonians equitably across all eight wards. The focus of this contract is on the construction of the safety infrastructure around schools in support of the Safe Routes to School

Program and sidewalk gap construction across the District of Columbia. Mayor Muriel Bowser and DDOT have established these programs to improve safety, mobility, and access for pedestrians across the District and to support the safe travel of students to schools.

The desired outcome of this RFQ is to have a contract with a qualified professional firm to efficiently, economically, and professionally assist DDOT with the two programs listed above. The outcome of this request will be hiring the most qualified firm to manage several aspects of construction projects for the District Department of Transportation. The construction documents prepared by the Project Engineer (“Consultant”) will be transferred to the District of Columbia (“District”) or the DDOT Contract Administrator (“CA”). The construction firm to which the District has awarded the contract for the construction of the Project will be referred to herein as the “Contractor”.

Multiple project sites may be under construction simultaneously. Project sites may be added or removed as needed.

3. TASK ORDER COMPETITION

The District is soliciting qualifications from three (3) firms awarded an A/E schedule containing Category D – Construction Management Inspection Services including the provisions of the A/E contract. One Specific rates of Compensation Task Order award is anticipated.

The three firms are:

- A. Morton Thomas;
- McKissack & McKissack of Washington, DC and
- Prime AE Group

4. TASK ORDER SPECIAL PROVISIONS:

The following provision is incorporated from the IDIQ contract and applicable to this task order.

4.1 OPTION TO EXTEND THE TERM OF THE CONTRACT

- 4.1.1 The District may extend the term of this contract for a period of two (2) 12-month 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 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 30-day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

- 4.1.2 If the District exercises this option, then the extended contract shall be deemed to include this option provision.
- 4.1.3 The total duration of this contract, including the exercise of any options under this clause, shall not exceed 36 months.
- 4.1.4 DDOT will review the required deliverables at each design milestone as outlined in section 5 (“Scope of Work”) to determine if each option exercise is in the best interest of the District.
- 4.1.4 DDOT will review the required deliverables at each design milestone as outlined in section 5 (“Scope of Work”) and the base year work orders to determine if an option exercise is in the best interest of the District.

4.2 PERIOD OF PERFORMANCE Shall not exceed 36 months.

Base Year- 12 Months. Two (one year option periods).

4.3 WORK ORDER ISSUANCE AND ADMINISTRATION

- 4.3.1. The Consultant shall not commence work until notification of work order approval has been transmitted by the CA.
 - 4.3.1.1. Each work order shall be initiated by the CA transmitting a scope of work outlining the expected duties to be performed and any specific terms and conditions related to the effort.
 - 4.3.1.2. If there is a conflict between the terms and conditions of a work order and the terms and conditions of a TO or the IDIQ contract, then the terms of the TO or the IDIQ contract shall prevail.
 - 4.3.1.3. The CA is responsible for transmitting all work orders to the Consultant. The CA shall prepare a scope of work containing a period of performance with each work order.
 - 4.3.1.4. The Consultant shall acknowledge each work order within 24 hours of notification, and provide proposal and cost estimate within six business days of notification.
 - 4.3.1.5. The Consultant’s proposal for a work order shall contain data that are sufficient to demonstrate an understanding of the work including, without limitation, the identity of personnel, quantity of hours, and Other Direct Costs (“ODC”) required to accomplish the work. The labor rates negotiated in the TO shall be used in pricing the level of effort for the Work order.
 - 4.3.1.6. Work order approvals shall include, without limitation, the agreed upon scope of work, period of performance, deliverables, level of effort, and associated total price. The CA shall provide a work order sample.
 - 4.3.1.7. Work order approval notifications shall be communicated in writing. Electronic mail and messaging, internet-based shared data sites, hand delivery, and U.S. Mail are acceptable.

4.3.2. Emergency work order

4.3.2.1. The CA shall ensure urgent requirements are clearly communicated as Emergency.

4.3.2.2. Emergency work orders may be communicated via phone or email.

4.3.2.3. The Consultant shall acknowledge Emergency work orders with one hour of notification and begin performance within four hours.

4.3.2.4. Emergency work orders do not need to comply with Section 7.2.1 prior to work start, but the Consultant shall comply with Section 7.2.1 as soon as practicable thereafter.

4.3.3. The CA shall administer all work orders in accordance with their delegated duties.

4.3.4 The successful offeror shall provide DDOT, with a list of people to contact in the event of an emergency, with home phone numbers, cell phone numbers and office numbers.

5. DISADVANTAGED BUSINESS ENTERPRISE GOAL

A 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 Offeror does not meet the DBE goal, then Offeror will be required to demonstrate good faith efforts in accordance with Title 49, Subtitle A, Part 26 of the CFR. The DBE goal is 22%.

6. Responsibilities of Consultant

- A. Construction management and inspection services shall be provided in accordance with the standards of DDOT's Construction Management Manual (January 2021 or the most up to date version).
- B. Consultant shall perform its services consistent with the skill and care ordinarily provided by program managers and consulting engineers 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.
- C. Consultant shall identify a representative authorized to act on behalf of the Consultant for each Project assigned.
- D. 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.
- E. Consultant shall represent the District of Columbia (the "District") in a fiduciary capacity.
- F. In the conduct of all activities required for or otherwise related to the performance of this contract, Consultant shall 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 Code of Professional Ethics.

- G. Consultant shall not have responsibility for the construction means, methods, techniques, sequences, or procedures for the work of construction contractor for all or any portion of the Project.
- H. Consultant shall provide all necessary expertise and services and to have and maintain appropriate licenses that meet District of Columbia requirements to professionally and diligently prosecute the work authorized.
- I. Consultant shall contract for or employ at Consultant's expense, sub-Consultants to the extent deemed necessary for the work, with the prior written consent of DDOT.
- J. Consultant shall consult with normal and customary employees, agencies, and/or representatives of the District of Columbia regarding its work.
- K. Consultant shall work effectively with other District of Columbia utilities and agencies.
- L. Consultant shall abide by all regulations imposed by funding sources, such as auditing requirements and payroll affidavits.
- M. Consultant shall perform its services in accordance with all applicable District and federal, laws, codes, regulations, standards, guidelines, and orders.

7. Applicable Documents

Consultant’s respective IDIQ Contract terms and clauses and

Title	Link
AASHTO Geometric Design of Highways and Streets, 2018	https://store.transportation.org/item/collectiondetail/180
Contractor’s respective A&E IDIQ contract terms and clauses.	
DC Water Construction Standard Details and Specifications, 2020	https://www.dwater.com/sites/default/files/engineering/Standard%20Specifications%202020.pdf
DDOT Standard Specifications for Highways and Structures, 2023 and revisions	https://ddot.dc.gov/sites/default/files/dc/sites/ddot/publication/attachments/DDOT_StandardSpecificationsHighwaysStructures_2013.pdf
DDOT Standard Drawings, 2015 and most current updates	https://ddotwiki.atlassian.net/wiki/spaces/COM/pages/2069271070/Standards+and+Manuals#Standards
DDOT Design and Engineering Manual, 2019	https://ddot.dc.gov/sites/default/files/dc/sites/ddot/page_content/attachments/DEM-2019-01-01_DDOT_DEM_Updates_FINAL.PDF
DDOT Green Infrastructure Standards, 2014	https://ddot.dc.gov/sites/default/files/dc/sites/ddot/publication/attachments/2014-0421-

	DDOT%20Green%20Infrastructure%20Standards.pdf
DDOT Construction Management Manual, 2021	https://wiki.ddot.dc.gov/download/attachments/204112538/Construction%20Management%20Manual%20New.pdf?version=2&modificationDate=1680027852193&api=v2
DDOT Work Zone Management Manual, 2016	https://wiki.ddot.dc.gov/download/attachments/204112538/WZMM%20Final%20Draft%20%282016-02-22%29%20%282%29.pdf?version=1&modificationDate=1680104816490&api=v2
DOEE Standards and Specifications for Soil Erosion and Sediment Control, 2017	https://doee.dc.gov/sites/default/files/dc/sites/doee/service_content/attachments/2017%20DC%20ESC%20Manual_FINAL.pdf
DOEE Stormwater Management Guidebook, 2020	https://octo.quickbase.com/up/bjezqk3qc/a/r257/e6/v0
Manual on Uniform Traffic Control Devices, 2009 and revisions	https://mutcd.fhwa.dot.gov/pdfs/2009r1r2r3/pdf_index.htm

Construction Contract Documents for DCKA-2023-B-0036 may be located at the link below:

<https://dtap.ddot.dc.gov/Project/SolicitationRequestDetail/a09OSGRFV3QwTW890?solNum=DCKA-2023-B-0036>

8. Key Personnel Requirements

The Consultant shall provide the following Key Personnel with minimum capabilities:

Title	Minimum Qualifications
Construction Manager	Civil Engineer with minimum 5 years’ experience as a construction manager performing highway/roadway construction management and inspection services and licensed Professional Engineer (PE), with the District of Columbia's Board of Registration for Professional Engineers.

Office Engineer	<p>Bachelor's degree in Engineering from a college or university with engineering programs accredited by the Accreditation Board of Engineering and Technology (ABET) and</p> <p>Minimum 5 years' experience maintaining and setting up project files for highway/roadway construction projects. Project files include but not limited to, invoices, material submittals, redline revisions.</p>
Stormwater/Water-Resources/Environmental Engineer	<p>Licensed Professional Engineer (PE), with the District of Columbia's Board of Registration for Professional Engineers and</p> <p>Minimum 10 years experience with green infrastructure including the development of all calculations and exhibits required to obtain stormwater and soil erosion and sediment control permits in the District of Columbia and</p> <p>Proficient in CADD and ability to develop a GIS layer of green infrastructure facilities.</p>
Landscape Architect	<p>Landscape Architect (LA) or design professional; and</p> <p>Minimum 5 years experience with green infrastructure and preparing planting plans.</p>
CADD Technician	<p>High School diploma required; and</p> <p>a minimum of 5 years of experience in civil/transportation drafting creating schematic/construction plans in CADD.</p>
Construction Inspectors (3)	<p>High school diploma required and</p> <p>Minimum 3 years' experience performing highway/roadway construction inspection including the inspection of concrete, asphalt, pavement markings, signs, and Maintenance of Traffic installation; and</p> <p>Have American Concrete Institute (ACI) certification for concrete sampling, inspection, and testing; and</p> <p>In addition to resume provide documentation of work zone safety training including implementing temporary</p>

	traffic control plans and ensuring safety of the worksite.
Public Outreach Specialist	High school diploma required; and Minimum 3 years' experience providing public outreach experience in an urban setting.
Land Surveyor	High School diploma required; and Minimum 3 years' survey experience collecting field data and preparing survey plans.

Note: Please ensure the required years of experience are clearly demonstrated on the required resume by indicating beginning and ending experience dates.

9. Scope of Work (SOW)

The consulting firm, hereinafter referred to as “Consultant”, shall provide for the District of Columbia, Department of Transportation (DDOT), construction engineering and management, stormwater engineering, and inspection services during construction of the Citywide Safe Routes to School –Sidewalk and Safety Construction Activities, including monitoring of the construction work through inspection and testing, reconciling quantities, tracking progress against the construction schedule, checking and recommending interim and final payments, administrating changes, maintaining and filing records for audits, and providing documentary records that the project has been built in accordance with plans and specifications.

9.1 General

Project locations will consist of construction sites whose work is being completed under the Safe Routes to School-Sidewalk and Safety Construction contract. The CA shall assign specific construction site locations to the Consultant based on the expected construction schedule and anticipated construction management needs at each work site, with as much notice as possible given to the Consultant in advance.

The Standard of Care applicable to Consultant’s Services will be high degree of skill and diligence employed by professional engineers or Consultants performing the same or similar Services on projects of similar size and scope in the Washington, D.C. metropolitan area.

9.2 Meetings

- A. The Consultant, DDOT and other stakeholders shall have a **kickoff meeting** to discuss the critical success factors for the project deliverables; procedures and standards that will be used on the project; file sharing system; schedule; and goals prior to the start of construction. The Consultant shall schedule a kickoff meeting within ten (10) business days of the contract award

date and send any supporting meeting materials to the CA for review five (5) business days prior to the kickoff meeting.

- B. The Consultant shall assist DDOT CA in preparation and conducting a **preconstruction meeting** attended by contractor, its subcontractor, utility companies, all internal and external stakeholders, and act as liaison in subsequent meetings with their representatives and the Contractor at a location identified and supplied by the Project Manager
- C. The Consultant shall schedule and lead **weekly coordination meetings** with DDOT CA and other stakeholders. The consultant shall prepare weekly meeting agendas and send to DDOT Contract Administrator (CA) at least two (2) business days before the weekly meeting for review and distribution. Within two (2) business days after the meeting, the Consultant shall provide action items, project schedule updates, and meeting notes to the CA.

9.3 Staff Organization/Operational Procedures

The Consultant shall:

- A. Prepare and submit within ten (10) business days after the execution of this Agreement, an **organization chart**, showing the Consultant's proposed job-site staff, including a brief resume on each individual staff, provide a project contact list, the job classifications, and salaries of staff personnel for review and approval of the CA. Establish, subject to the approval of the CA, on-site organization, and lines of authority to carry out the overall plans of DDOT in all aspects of the Project. Any subsequent staff changes shall be subject to the prior written approval of the CA.
- B. Prepare within ten (10) business days after the execution of this Agreement, written **procedures for coordination** with the CA, Consulting Team, Contractor, Utilities, other Government Agencies, Property Owners/Stakeholders.

9.4 Preparation of Correspondence and Record Retention

The Consultant shall prepare and maintain records of all written correspondence, schedule meetings, draft agendas, record meeting minutes, and produce daily, weekly, and monthly reports.

- A. The Consultant shall **prepare, maintain and secure** on current basis all contract records to include, but not limited to:

Contract documents, general correspondence, Consultant's insurance policies, change orders, time extensions, claims, partial payments, test requests and related results, material

certifications, construction plans/drawings, construction estimates, catalog cuts, transmittal letters, public stakeholder correspondence, RFI, Federal Highway Administration (FHWA) inspection reports, meeting minutes, progress schedule files, reading files, utility (DC WASA and PEPCO) files, quality assurance records, non-compliance and rejections notices, concrete mixing records, delivery tickets, value engineering recommendations, traffic maintenances, Notices to Proceed, general memoranda and correspondence from the Contracting Officer (CO), Design Consultant, subconsultants and supplier correspondence, obstruction notices, construction progress reports, findings of fact, weekly training reports, quantity computations, samples, diaries, daily/weekly/monthly inspector's reports, safety reports, accident reports, progress photographs, Protrack+ updates or other current project tracking system DDOT is using, and any other related documents deemed necessary by the CA. The Consultant shall maintain logs of all records and ensure the records are open to District and FHWA representatives at all times. Prior to final payment, the Consultant shall deliver all records, drawings, and samples to the CA.

- B. The Consultant shall ensure any and all **documentation, referenced above, is available for review, inspection or audit** by the CA or other authorized representatives of the District and Federal governments at the Consultant's office at all reasonable times during the contract term and for a period of three years from the date of final payment. The Consultant shall furnish copies of requested materials upon request.

9.5 Construction and Stormwater Management Plans

- A. For the Citywide Sidewalk Gap Construction Program, the Consultant shall produce CADD design plans that show the location of new and the removal of sidewalk, porous flexible pavement (PFP), driveway, retaining/coping wall, ramps, and other project infrastructure. The plans shall include locations of trees/landscaping to be protected, removed, relocated, or new plantings.

The plans shall include locations of surface utilities including manholes and vaults that need to be reset. The plans shall include property boundary and right of way lines, street names, address points, and aerial imagery (2021 or newer). The plans shall include all of the work to be performed in a non-technical manner so that a lay person could understand the work being performed. The plans shall be formatted to DDOT standards (see Chapter 10-Drafting Standards of DDOT's Design and Engineering Manual)

Exhibits 1 and 2 are examples of acceptable plans.

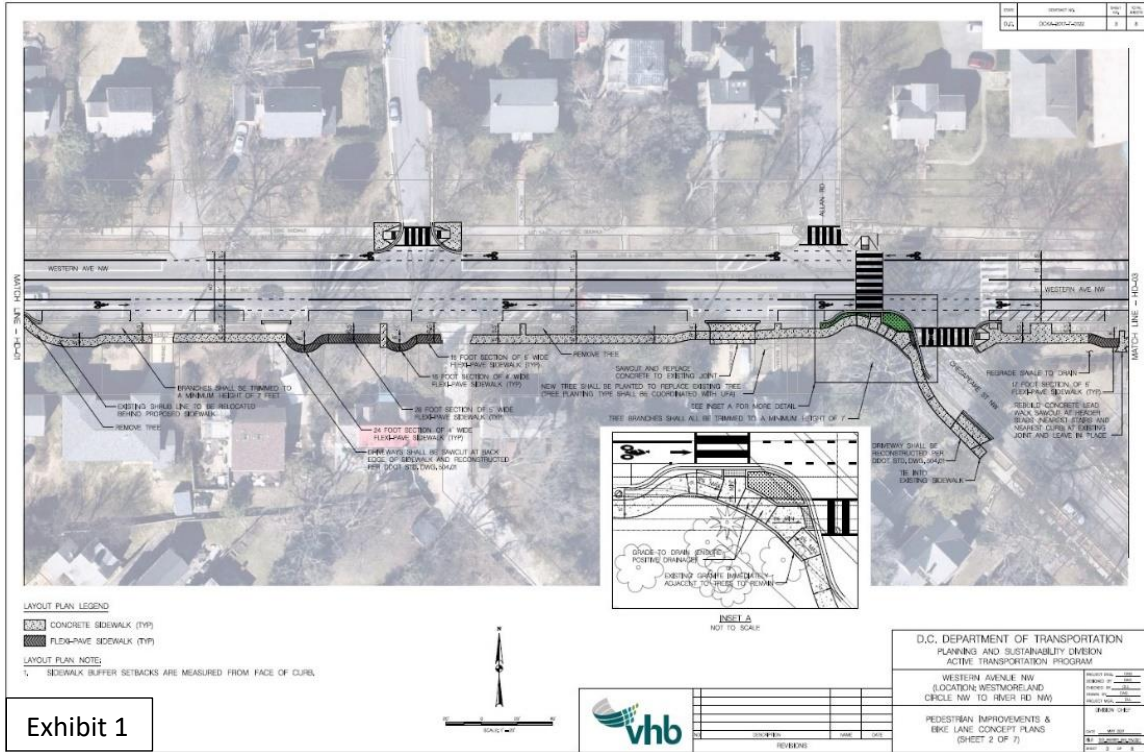


Exhibit 1

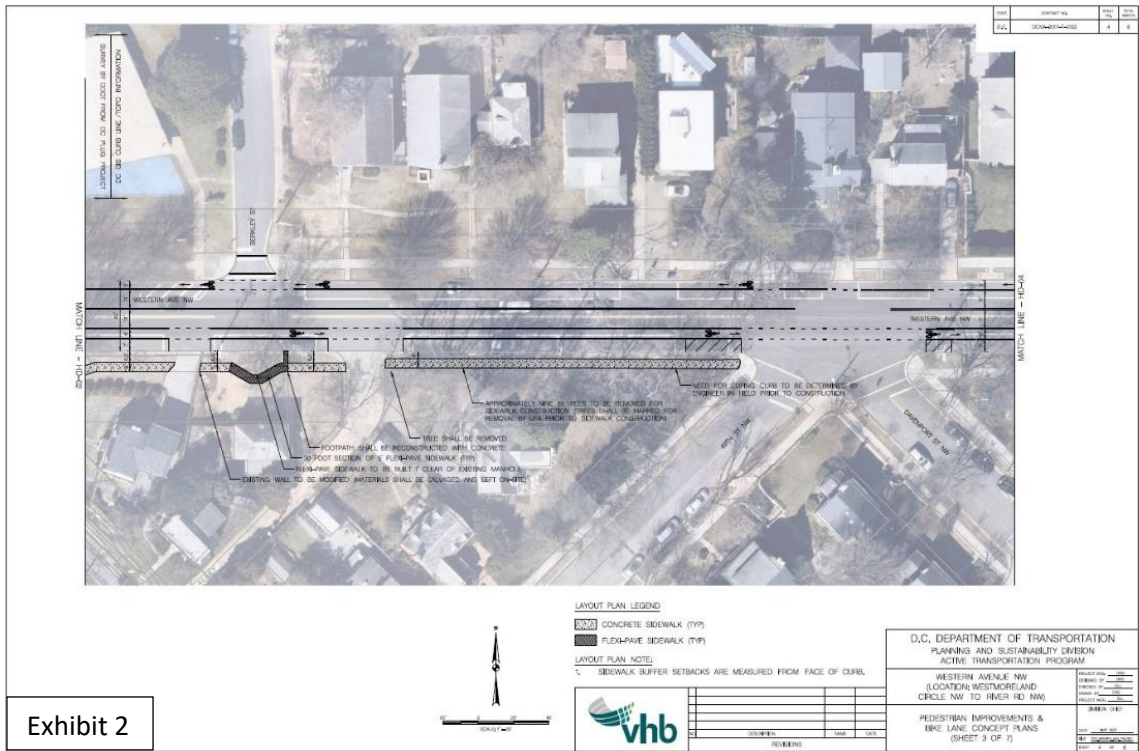


Exhibit 2

- B. The Consultant shall prepare all documentation needed to obtain **Stormwater (SWM) Permit and Soil Erosion and Sediment Control Permit (SESC)** for sidewalk projects. The Consultant shall apply to the Department of Energy and Environment (DOEE) for the permits on DDOT's behalf, pay the fees, and obtain the SWM and SESC Permits. It is anticipated that bioretention planters will be the primary green infrastructure best management practice (BMP) utilized to manage stormwater. **Landscaping plans** are required with bioretention planters. It shall be the responsibility of the Consultant to develop landscaping plans for the bioretention planters. Per DOEE's *Stormwater Management Guidebook* and DDOT's *Design and Engineering Manual*, plans must be signed by a District of Columbia licensed professional engineer. Additionally, the Consultant shall create and maintain a GIS layer per DDOT standards of BMPs installed for each project.

9.6 Stakeholder Notification

The Consultant shall develop and implement stakeholder notification pursuant to District law (<https://code.dccouncil.gov/us/dc/council/code/sections/9-425.02>) and DDOT policy ([https://ddotwiki.atlassian.net/wiki/spaces/COM/pages/2069271070/Standards+and+Manuals?preview=/2069271070/2266595350/DO%202012015%20Revised%20Sidewalk%20Installation%20Policy1%20\(2\).pdf](https://ddotwiki.atlassian.net/wiki/spaces/COM/pages/2069271070/Standards+and+Manuals?preview=/2069271070/2266595350/DO%202012015%20Revised%20Sidewalk%20Installation%20Policy1%20(2).pdf)) for sidewalk installation. The consultant shall **develop materials including but not limited to notification letters** and construction/design plans (see Section 9.1 E) to explain to the stakeholders the impacts of the project. The Consultant shall prepare a project stakeholder contact list containing name, address, email, phone number, and other pertinent information necessary to communicate project information to stakeholders. The Consultant shall distribute project information by the following methods: print and mail; print and hand deliver; and email. The consultant shall keep track of the dates of communication with stakeholders and their comments/responses.

9.7 Construction Schedule Management

The Consultant shall monitor the adequacy of the Contractor's progress, schedule, personnel and equipment and the availability of necessary materials and supplies for conformance to the Contract requirements and approved baseline schedule. If the Consultant determines the Contractor's resources, operations or procedures may lead to a delay or the lack of compliance with District or Federal requirements, notify the DDOT Engineer in writing of such determination and provide recommendations to prevent the delay.

The Consultant shall:

- A. Assist the CA in **reviewing Contractor's documents** during pre-bid, bidding, and award process.

- B. **Receive, review, evaluate for conformance to the contract requirements and recommend acceptance or rejection of the Contractor's Critical Path Method (CPM)** schedule and resource analysis and subsequent updates.
- C. **Complete the review/evaluation of the Contractor's CPM schedule** within five (5) business days from receipt of the Contractor's submission. Utilize all available resources to effect completion of the Contract by the calculated completion date.
- D. Provide constant surveillance of the Contractor's activities for conformance to the approved schedule and contract. Provide timely **written notice to the CA when the Contractor** is not in compliance with the approved schedule. Provide all justification and/or documentation necessary to establish or calculate liquidation damage charges, if any, as provided in the contract.
- E. **Track cost items and verify contractor quantities and invoices.**
- F. Provide all justification and/or documentation necessary for payment of incentive or disincentive charges, if any, as provided in the Contract. Program the Contractor's approved CPM (Primavera or Microsoft Project) into the computer or receive the Contractor's data files and monitor the schedule using computerized software. **Record and analyze delays caused by the Contractor or the District, or others.** Consultant is not authorized to perform work on any task or work beyond the services completion date identified in this task order.
- G. Accurately **measure and record specific contract items**, which are to be paid under the contract documents, to include:
 - a. Roadway and sidewalk excavation
 - b. Asphalt construction materials
 - c. Concrete construction materials
 - d. Erosion and sediment control materials
 - e. Temporary traffic control elements
- H. Ensure Contractor strictly **follows the approved phasing plans** for all work.

9.8 Supervision and Inspection Services

Provide staff to carry out inspection and oversight of specific construction activities as they are being performed at various project sites and resolve field construction problems as they arise to the CA.

The Consultant shall:

- A. Be present on assigned construction sites while construction activities are taking place. In the event of overtime, night, weekend, or holiday construction activity that requires the

Consultant's presence, the Consultant shall inform the CA within five (5) business days of the work taking place. The Consultant shall provide management oversight of such work only with written permission of the CA.

- B. Monitor the activities of the Contractor for compliance with all District and federal laws, ordinances, regulations, requirements, precautions, orders and decrees.
- C. The Consultant shall place in charge of the work to be performed under this task order, a designated representative -Construction Manager who meets the minimum requirements of the key personnel listed above.
- D. The Consultant shall maintain a competent full-time inspection staff at each job site, for the inspection and coordination of the Project. The on-site staff shall have the qualifications listed in the key personnel requirements. The Consultant shall have the staffing available to provide s Construction Inspectors with the required minimum qualifications identified in the key personnel section.
- E. Provide documentation that shows all Inspectors assigned to this Project shall have received formal training in the maintenance and protection of traffic and ensuring safety of the worksite.

The Consultant shall prepare and maintain job site records including:

- F. The Consultant shall prepare an **Inspector's Daily Report (IDR)**, weekly progress reports, **monthly project reports, monthly invoices**, and before, during and after **progress photos** of the construction work.
- G. Weekly and monthly reports should include, but not limited to, information concerning the work of the Contractor for the report period (supplemented by photos), the percentage of completion of work, the percentage of money spent and the number and amount of change orders.
- H. The Consultant shall monitor the Contractor for Disadvantaged Business Enterprise (DBE) participation as per the Contract documents including on time payment.
- I. The Consultant shall submit monthly invoices and progress reports to the CA for approval before uploading to <https://vendorportal.dc.gov/Account/Login> for payment.
- J. Maintain a detailed daily diary of events occurring on the job site or connected with the Project. The diary shall be open to the CA at all times and shall be turned over to the CA at the completion of construction. The information recorded in the diary shall include descriptions of work progress, specific problems encountered, corrective actions taken, material deliveries, weather conditions, labor disputes, and other pertinent project information.

- K. Prepare and maintain daily inspector reports of all job-site activities, and accurate daily equipment and personnel records complying with DDOT requirements. Prepare and maintain concrete mixing and asphalt records complying with DDOT requirements.
- L. The Consultant's reports are subject to the review and approval of DDOT. DDOT will coordinate reviews with any other involved agencies and serve as the one point of contact for all review and approval. The Consultant shall prepare, modify, and correct all such non-conforming deliverables in sufficient detail to secure such approval.
 - i. The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, studies, recommendations, and other deliverables it furnishes under this Contract. The Consultant shall, without additional compensation, correct or revise any non-conforming deliverables if the non-conforming deliverables is a result of errors in the Consultant's studies, reports, recommendations, and other deliverables.
 - ii. Each month during the performance of the work under the Contract, the Consultant shall electronically submit a progress report to the CA. The progress report shall state the current status, IDR's, 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 the first invoice for monthly payment.
 - iii. The Consultant 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 Consultant shall electronically submit the meeting minutes to the DDOT CA within two (2) business days; after getting comment, Consultant shall distribute the final meeting minutes within two (2) business days of said meeting.

The Consultant shall be responsible for construction monitoring activities including:

- M. Delivery of concrete and asphalt core samples to the District's QA/QC Division.
- N. Coordinate with DDOT QA/QC division and request for compaction test of critical areas.
- O. Placement and maintenance of temporary traffic control setup and takedown in accordance with the location's Traffic Control Plan and Maintenance of Traffic Plan, if applicable.
- P. Asphalt and concrete work to include roadway and sidewalk construction and restoration; speed hump, speed table, and raised crosswalk installation; milling and paving; lane reconfiguration and installation of turn pockets; installation of curb extensions, and bus bulb-outs; and installation or removal of median.
- Q. Various types of curb ramps that shall be ADA compliant.

- R. Application of pavement markings including but not limited to red-painted lanes on proposed bus lanes and green paint on bicycle lanes,
- S. Curbside changes such as placement of new signs or removal of existing ones if applicable, addition of project specific features such as flex-posts, pedestrian pylon signs, wheel stops, concrete separators, planters, etc.
- T. Verify the accuracy of the construction Contractor's field measurements.
- U. Inspect the work of the Contractor on the project as it is being performed until final completion and acceptance of the Project by DDOT to determine that the permanent materials furnished, and work performed are in accordance with all contract documents, shop drawings, standard drawings, and alignment schematics.
- V. Electronically document receipt of certifications for materials as required prior to incorporating said materials into the project. Take such necessary actions as may be required to prevent incorporation of materials into the work that have not been approved and/or certified.
- W. Prepare the CA's written notification to the Contractor that the work or permanent material fails to conform to the contract documents. If interpretation by the CA of the meaning and intent of the contract documents becomes necessary during construction, provide to the CA all information and data relative to the interpretation, and make recommendations when requested by the CA.

9.9 Assurance of Material Quality

The Consultant shall:

- A. Provide Quality Assurance/Quality Control to include **verification of all materials and construction methods submitted and performed by the Contractor** and coordinating with DDOT QA/QC for all submittals, testing, and verification.
- B. Review for contract conformance all laboratory test reports and certifications concerning materials required under the Contract. Verify that all materials meet the contract requirements, unless such requirements are expressly waived by the District. Document all waivers of material requirements along with the reasons for such waivers. Document the actions concerning materials that are rejected because of non-conformance to the contract requirements.
- C. Obtain and submit materials and samples for testing to the DDOT QA/QC Division as specified in the Contract. Such materials and samples shall be identified with material or product name, intended use, source, date of submission, person submitting, and Project name and number. These materials and/or products shall include: job mix formulas, mix designs and composition materials for bituminous mixtures, Portland-Cement-Concrete, tack coat, prime coat, base course, embankment fill, structural back-fill, steel reinforcement, water-stop, curing compounds, sealers, welded wire fabric, bars, grout mix,

neoprene bearings, anchor bolts, paint and any other material requiring testing by the QA/QC Division as per the contract documents.

- D. The Contractor shall be responsible for the performance of bituminous and Portland cement concrete plant inspections. The Consultant shall notify the QA/QC Division of planned Portland cement concrete and asphaltic concrete placement one day in advance of such planned work. The Consultant shall perform testing of concrete at the job site and shall ensure the temperature of asphalt mixes delivered to the job site conforms to the contract requirements.

9.10 Safety

- A. The Contractor is charged with the sole responsibility for conducting its operations in a manner that shall ensure safe working conditions at all times for all employees, subcontractors, consultants and others who may come in contact with, or be exposed to, any work performed to complete the contract. The Consultant shall review and make recommendations on the Contractor's safety program submittal and maintain on file safety programs developed by the Contractor. If the Consultant observes practices or conditions at the construction site which appear to be inconsistent with good construction safety practices, the Consultant has the authority to shut down the project. Contact shall be made with the CA in the event of any project shutdowns. **A report shall be made to the CA.** The performance of such services by the Consultant shall not relieve the Contractor of responsibility for the safety of persons and property, and compliance with all statutes, rules, regulations, and orders applicable to the conduct of the work.

9.11 Correction of Discrepancies and Deficiencies

- A. The Consultant shall notify the CA, **in writing, of any and all discrepancies and deficiencies found in the permanent work.** Make recommendations for correction if requested and assist the CA in assuring the Contractor's compliance with DDOT's requests for correction. If the Contractor fails or refuses to correct such discrepancies or deficiencies, report the same to the CA. The Consultant is not authorized to change the Contractor's scope of work.

9.12 Change Orders

- A. The consultant shall **make written recommendations including detailed justification and independent cost estimates to the CA for such changes in the Construction Contract,** as the Consultant may consider necessary. Analyze requests for changes submitted by the Contractor for merit and make recommendations to the CA.

- B. Prepare change orders as directed by the CA. Upon approval by the CA, package all change order documents including justification, specifications, time extensions, engineer's estimate, correspondence and backup documentation in accordance with the Contract documents. Provide comprehensive inspection and records of change order work to be paid for by the change order, the price of which is to be based on the cost of the Contractor's labor, equipment and materials used in the work. As directed by the CA, assist in negotiating the final change order price with the Contractor and make recommendations, complete with substantiation, to the CA.

9.13 Construction Cost Revisions

- A. The Consultant shall update the total construction cost as construction proceeds forward, and as required incorporating approved changes to the CA as they occur. The **Consultant shall advise CA in writing, with detailed breakdown and estimates, whenever construction costs are expected to exceed the estimated costs.**
- B. The Consultant shall **evaluate the technical proficiency and monetary value of the Contractor's proposed design changes** or alternatives and recommend to the CA acceptance or rejection complete with substantiation for such recommendation.

9.14 Claims

- A. If requested, the Consultant shall **maintain documentation of all contractual liability claims.** In the event any claim is made, or any action brought against the District, arising under or in any way relating to the construction contract, the Consultant shall assist in the preparation of all correspondence for the signature of the CA, including preparation of written reports with supporting documentation, Contracting Officer's decisions, and findings of fact necessary to resolve disputes.

9.15 Plan Revisions During Construction

- A. As directed by the CA, the Consultant shall maintain a current, **marked set of construction plans/drawings and specifications.** The Consultant shall verify deviations, changes, change orders, as-constructed depths, and other modifications as annotated by the construction Contractor. Upon completion of construction, the Consultant shall provide the CA with a certified set of marked as-built drawings and specifications.

9.16 Final Inspection

- A. The Consultant shall convene and conduct the final inspection and **prepare the punch list** for any outstanding items, resulting from the final inspection. The Consultant shall ensure the CA and the construction Contractor are provided a copy of the punch list.

- B. Prior to determining completion, the Consultant shall verify that the construction Contractor completes all items on the punch list, in accordance with the contract documents. Upon closeout of the punch list, the **Consultant shall provide the CA with a close out letter**, signed by the construction Contractor’s designated representative, certifying that the Project was constructed in substantial conformance with the contract documents, except for those changes delineated in the letter.

9.17 Final Reports

- A. The Consultant shall **prepare all required final reports**, to include but not limited to **final payment vouchers and material certifications**. The Consultant shall provide to the CA of all project records in accordance with District standards and requirements and return to the District any original calculations, survey notes, engineering or other data provided by the District upon contract closeout. The Consultant shall provide certification thereon of all original as-built plans, calculations, maps, engineering data, final estimates, and any other data produced by the Consultant. Documents prepared by the Consultant and its subconsultants in pursuance of the terms of this Task Order shall be delivered to and become the property of the District.

10. Deliverables

SOW Reference	Deliverable	Method of Delivery	Due Date From Award	To Whom
9.2 (A)	Kickoff meeting	In person	10 business days	DDOT CA
9.2 (B)	Preconstruction meeting	In person	TBD by DDOT	DDOT CA
9.2 (C)	Weekly meetings	In person or virtual	Weekly	DDOT CA
9.3 (A)	Organization chart	Electronic	10 business days	DDOT CA
9.3 (B)	Procedures for coordination	Electronic	10 business days	DDOT CA

9.4 (A)	Project correspondence	Electronic	Daily, weekly, monthly	DDOT CA
9.4 (B)	Records Retention	Paper and Electronic	3 years from the date of final payment	DDOT CA
9.5 (A)	Construction Plans	Electronic (CADD and PDF)	At least 30 days before construction	DDOT CA
9.5 (B)	Stormwater and Soil Erosion and Sediment Control Permits (landscaping plans are required)	Electronic	Permits must be secured before construction and as directed by the Department of Energy and Environment (DOEE)	DDOT CA
9.6	Stakeholder notification letters	Electronic and print	At least 60 days before construction	DDOT CA, Adjacent property owners, ANCs, and Councilmember(s)
9.7 (A)	Review Contractor's documents during pre-bid, bidding, and award process	Electronic	A required	DDOT CA
9.7 (B-C)	Provide review/comments of Contractor's Critical Path Method (CPM)	Electronic	Within 5 business days from receipt of Contractor's submission	DDOT CA
9.7 (D-H)	Monitor and document Contractor performance; verify quantities and invoices	Electronic	As required (daily, weekly, monthly)	DDOT CA
9.8 (F)	Inspectors Daily Report with progress photos	Electronic	Daily	DDOT CA

9.8 (F)	Weekly Progress Reports	Electronic	Weekly	DDOT CA
9.8 (F)	Monthly Progress Reports	Electronic	Monthly	DDOT CA
9.8 (F)	Reviewed Contractor invoices, including review of DBE goals	Electronic	Monthly	DDOT CA
9.8 (L)	Meeting Minutes	Electronic	Within 2 business days of meeting	DDOT CA
9.9	Assurance of Material Quality Reports	Electronic	Within 3 business days from Contractor submittal	DDOT CA
9.10	Safety Report	Electronic	As needed	DDOT CA
9.11	Correction of Discrepancies and Deficiencies	Electronic and paper	As needed	DDOT CA
9.12	Change Order Documents	Electronic and paper	14 Business Days from initiation	DDOT CA
9.13	Evaluate and recommend proposed construction cost and design changes	Electronic and paper	As needed	DDOT CA
9.14	Review, comment and recommend on claim document	Electronic and paper	As needed	DDOT CA
9.15	Marked plan revisions during construction	Electronic and paper	As needed	DDOT CA
9.16	Punch list, close out check list, close out letter/substantial completion letter	Electronic	At substantial completion	DDOT CA/Contractor
9.17	Final Report, final payment vouchers,	Electronic and paper	End of project date	DDOT CA/Contractor

	material certifications			
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11. INSTRUCTIONS TO OFFERORS

11.1 Submission Due Date

- Submissions, in whole, shall not exceed 50 pages in length.
- Submissions are due on or before 2:00 p.m. on Friday January 5, 2024.
- All questions must be submitted via email to the Contracting Officer, Jeralyn Johnson, at Jeralyn.johnson@dc.gov. OCP/DDOT will not consider any questions received less than seven (7) calendar days before the date set for submission of Standard Form 330.

11.1.1 Notice of Non-response In accordance with Section G.16.6.1.3 of the contract, offerors must transmit a notice of non-response to the Contracting Officer by 5 pm local time the 3rd business day after receipt of the request. If an offeror fails to provide timely notification to the District, the missed opportunity will be counted towards the offeror’s opportunity count in the applicable category.

11.2 Organization and Content

11.2.1 Offerors shall submit qualifications on the Standard Form 330 to include all parts and sections via email to the general A/E schedule mailbox at ddot.aeschedule@dc.gov and Jeralyn Johnson, Contracting Officer , at jeralyn.johnson@dc.gov. Inclusion of other materials by reference will not be considered.

11.2.2 Section H of the SF 330 shall provide information regarding the following topics. The information should demonstrate an understanding of the requirement or expound upon the experience and qualifications presented in the context of the requested information. The answers provided will be evaluated as a part of the qualifications in accordance with the evaluation criteria in Section 12 of this TO RFQ.

11.2.3 Describe your understanding of the project’s complexities, and your experience and qualifications in overcoming the type of complexities identified.

11.2.4 Identify three significant potential risks to successful performance and describe your experience and qualifications in overcoming the identified risks.

11.2.5 Provide qualifications and experience regarding implementing best practices and strategies applicable to the requirement, including: avoidance and mitigation of impacts in the adjacent public

space; public outreach and communication between stakeholders; experience utilizing QA/QC processes to ensure contract compliance; and identification, management, and mitigation of project risks.

11.2.6 Provide relevant information regarding Factor 4 - Past Performance. Offerors should note that Factor 4 relates to the administration of the experience with regards to cost control, quality of work, and compliance with performance schedules. Offerors shall specifically address their past performance in the context of cost control, quality of work, and compliance with performance schedules.

12 EVALUATION OF QUALIFICATIONS

Your submission is an opportunity to present your firm's qualifications to perform the requirement. It is important that your qualifications highlight your firm's capabilities as it relates to the SOW and the evaluation criteria. The evaluation factors and their relative importance for this requirement are as follows:

Factor 1: Professional qualifications necessary for satisfactory performance of required services; (40 Points)

Factor 2: Specialized experience and technical competence in the type of work required; (30 Points)

Factor 3: Capacity to accomplish the work in the required time; (10 Points) and

Factor 4: Past performance on contracts with Government agencies and private industry in terms of cost control, quality of work, and compliance with performance schedules. (20 Points)

In addition to each offeror's response to Factor 4: Past Performance, the District may utilize additional Past Performance sources to include:

- District eVAL
- Federal Awardee Performance and Integrity Information System (FAPIS)
- Publicly available information

Factor 5: Risk Assessment: The offeror's demonstrated (i) understanding of the potential risks to performance, quality, and costs, along with associated mitigation measures for such risks, and (ii) quality of its plan to ensure successful project delivery. (25 Points)

Offerors are advised to pay close attention to the evaluation criteria, and ensure they address all aspects in their qualifications. The District will evaluate qualifications in accordance with this solicitation, and only consider information received in accordance with this solicitation.

Total Possible Points: 125

13. SCORING METHODOLOGY

The technical evaluation panel will review the submittals with reference to the evaluation factors specified in Section 12 in accordance with the rating scale provided in this section and will assign a quantitative rating for each of the evaluation factors.

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

The rating scale is a weighting mechanism that will be applied to the point value for each evaluation factor to determine the Offeror's score for each factor. The Offeror's total score will be determined by adding the Offeror's score in each evaluation factor. For example, if an evaluation factor has a point value range of zero (0) to fifty (50) points, using the Rating Scale above, if the District evaluates the Proposer's response as "Good," then the score for that evaluation factor is 4/5 of 50, or 40 points.

14. CONTRACT ADMINISTRATOR (CA):

Name:TBD

Title:

Agency: District Department of Transportation (DDOT)

Address: 250 M Street, SE Washington DC 20003

Telephone:

Sincerely,

Contracting Officer – OCP/DDOT