

CITY AND COUNTY OF HONOLULU

ANTICIPATED FHWA-FUNDED  
PROFESSIONAL SERVICES

Fiscal Year 2020

**APPENDIX A: FHWA ATTACHMENT**

- B. Bridge Inspection Engineer (PE-Structural) – bridge inspection and appraisal, including load rating analysis; preparation of reports of findings with recommendations for bridge maintenance and repairs with cost estimates.

BRIDGE INSPECTION, INVENTORY AND APPRAISAL I & II, FY 2020, FEDERAL-AID PROJECT NOS. BR-NBIS(0XX) may be funded by Federal Highway Administration Funds and City Funds and shall comply with all federal, State of Hawaii Department of Transportation (HDOT), and City requirements.

The specific scope of the services that are required includes, but not limited to, the following:

1. Perform bridge inspections in accordance with the requirements of the American Association of State Highway and Transportation Officials (AASHTO) Manual for Bridge Element Inspection, 1st Edition with 2015 interim revisions, the AASHTO Manual for Bridge Evaluation, 3rd Edition 2018, the HDOT Bridge Inspection Program, dated July 20, 2015, and the FHWA Bridge Inspectors Reference Manual dated December 2012.
2. Provide all the equipment, including but not limited to, bucket trucks, ladders, boats and diving gear to perform inspection of bridges.
3. Conduct visual and physical inspection of the bridges indicated in the bridge inspection list, appraise the bridge condition and complete the bridge inspections and appraisal forms.
4. Input inspection data for each bridge directly into the Bridge Management System (BMS) currently used by HDOT, AASHTOWareBrM (BrM), online using the National Bridge Element (NBE) Inspection Form as provided by HDOT. Print out the National Bridge Element (NBE) Final Inspection Report from BrM after the data is inputted.
5. Verify the inventory data of the bridges and update Structure Inventory and Appraisal Sheet in BrM online if required.
6. Conduct probing for scour holes at abutments, footings and City-owned streambed for the bridges that generally span over unlined, unimproved, natural streams or waterways. Also, note the presence of any debris that could impede channel flow.
7. Measure and record streambed elevations for the bridges indicated on the Bridge Inspection List under “Scour Check.”
8. Perform underwater inspection, and provide report including the Plan of Action provided by the City in accordance with the underwater inspection procedures specified by the HDOT Bridge Inspection Program, dated July 20, 2015, for the bridges indicated on the Bridge Inspection List under “Underwater Survey.” Include a channel survey with streambed elevations.

9. Perform topographic surveys, obtain dimensions of bridge superstructure and substructure elements, and produce CAD drawings where indicated on the Bridge Inspection List to update the City bridge inventory data in the absence of as-built drawings.
10. Perform non-destructive examinations to determine reinforcing steel at accessible bridge deck elements when indicated on the Bridge Inspection List in order to obtain a better approximation of load carrying capacity in the absence of as-built drawings. The information obtained shall be recorded on CAD drawings and incorporated into the bridge inspection reports.
11. Perform in-depth fracture critical member inspections which may include visual, physical, and other non-destructive inspections for fracture critical members of steel bridges where indicated on the Bridge Inspection List.
12. Update load rating calculations for the bridges indicated on the Bridge Inspection List under "Update Load Rating" for Operating, Inventory, Legal Loads (types 3, 3S2, and 3-3), Specialized Hauling Vehicles (types NRL, SU4, SU5, SU6, and SU7), Hawaii Standard Single Trip Permit Vehicles (types HP1, HP2, and HP3 ), and City bus, refuse, fire trucks, and Federal FAST Act's Emergency Vehicles.
13. Observe traffic features and provide assessment of the existing bridge railings and approach guardrails for compliance to all current code requirements.
14. Notify the CITY of critical findings due to structural or safety-related deficiencies in a timely manner.
15. Complete bridge inspection reports of the bridges inspected.
16. Perform QA/QC, independent of CITY, for correctness and completeness prior to submitting the pre-final and final inspection reports.
17. Compile and submit a Recommended Bridge Maintenance List, a Bridge Repair List with Cost Estimates, and a List of Structurally Deficient and Functionally Obsolete Bridges; signed and stamped by the Program Manager responsible for this work.
18. Maintain and submit an inspection schedule and completion report in Excel format to the CITY quarterly to ensure inspection frequency.

**PROCUREMENT SCHEDULE:**

The estimated procurement schedule is as follows (subject to change):

<b>Bridge Inspection, Inventory and Appraisal I &amp; II, FY20 Procurement Schedule</b>				
<b>Steps</b>	<b>Items</b>	<b>Duration (weeks)</b>	<b>Start</b>	<b>End</b>
1	Submit Annual Ad for the City and County of Honolulu, Notice to Providers of Professional Services, Fiscal Year 2019 to HDOT	0	2/28/2019	-
2	HDOT/FHWA Approval of Annual Ad	2	2/28/2019	3/14/2019
3	City Publication of Annual Ad	0	4/1/2019	-
4	Submit Independent Cost Estimate/Manpower Analysis to HDOT	0	3/5/2019	-
5	HDOT/FHWA approval of Independent Cost Estimate / Manpower Analysis	8	3/5/2019	4/30/2019
6	Consultant Submittals Due	4	-	4/30/2019
7	Submit M4 / BFS approval of M4	3	7/2/2019	7/23/2019
8	BFS Approval of Selection Committee/Questions (BFC-11-06)	2	7/23/2019	8/6/2019
9	Evaluation & Ranking	2	8/6/2019	8/20/2019
10	Discussions with top 3 consultants <sup>1</sup>	2	8/20/2019	9/3/2019
11	Finalize Evaluation Rankings	1	9/3/2019	9/10/2019
12	BFS approval of Consultant Selection (BFC-11-05)	2	9/10/2019	9/24/2019
13	Submit Consultant Selection to HDOT	0	9/24/2019	-
14	HDOT/FHWA approval of Consultant Selection	6	9/24/2019	11/5/2019
15	BFS approval of Exception Memo	2	11/1/2019	11/22/2019
16	1240 Request and Approval of Federal Funds	16	11/1/2019	2/21/2020
17	Selection Notification & Consultant Audit	4	11/5/2019	12/3/2019
18	Finalize Scope and Negotiations	4	12/3/2019	12/31/2019
19	Submit Consultant Fee to HDOT	0	12/31/2019	-
20	BFS approval of Cost Reimbursable Contract BFC-11-01	2	12/31/2019	1/21/2020
21	HDOT/FHWA approval of Consultant Fee	6	12/31/2019	2/11/2020
22	Submit RQS & Execution of Contract	12	2/11/2020	5/5/2020
23	NTP Issued to Consultant	2	5/19/2020	-

<sup>1</sup> In accordance with the Brooks Act (U.S.C., Title 40, Chapter 11, Section 1103), written or verbal discussions, or interviews, shall be conducted. This allows for the clarification of qualifications and the solicitation of additional information by the selection committee. It is also an opportunity for the top three consultants to change/update their qualifications.

**EVALUATION CRITERIA:**

The criteria presented below will be used for evaluating interested consultants:

1. **Experience and professional qualifications relevant to the project type** (maximum points: 40): The bridge inspection team personnel shall meet the minimum requirements as referenced in the HDOT Bridge Inspection Program. The bridge inspection program manager and team leaders shall have successfully completed a comprehensive bridge inspection training course, with certificates based on the Bridge Inspector’s Reference Manual (BIRM), or one approved by FHWA. The certified program manager and team leaders shall have attended a bridge inspection refresher-training course at no more than 6-year intervals. Resumes and certificates of the project team personnel must be included in the appendix.
2. **Past performance on projects of similar scope for public agencies or private industry, including corrective actions and other responses to notices of deficiencies** (maximum points: 39): The consultant shall include a list of all similar past projects that the consultant successfully managed and inspected, and list the name, contact person, and phone numbers of the public and/or private agencies.
3. **Capacity to accomplish the work in the required time** (max. points: 38): The consultant must include a list of current City, other counties, and State DOT projects, which includes the start and estimated completion dates of the projects.

The contract will be a fixed fee with a deliverables based payment schedule. A contract time of performance of three hundred and sixty-five (365) calendar days is anticipated.

Estimated Deliverables Schedule (subject to change):

Notice to Proceed		May 19, 2020
Project Schedule and QC Plan		June 2, 2020
Pre-Final Bridge Inspection Reports		January 15, 2021
Final Bridge Inspection Reports		February 28, 2021

**CONTRACT OVERVIEW:**

The City and County of Honolulu, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the US Department of Transportation (Title 49, Code of Federal Regulations Part 21) issued pursuant to such Act, hereby notifies all proposers that it will affirmatively ensure that the contract entered into pursuant to this advertisement will be awarded without discrimination on the grounds of race, color, religion, sex, national origin, age, or disability.

The U.S. Department of Transportation Regulations entitled "Participation by Disadvantaged Business Enterprise in Department of Transportation Programs" Part 26, Title 49, CFR is applicable to this project.

The General Terms and Conditions (GTC) for the City and County of Honolulu dated 2/1/15 shall apply. For the City and County of Honolulu, GTC, see: <http://www.honolulu.gov/rep/site/bfspur/termsconditions/GeneralTermsandConditionsCombine02012015a.pdf>

Special Provisions to the Contract are as follows:

1. INSURANCE REQUIREMENTS

See Paragraph 2.26, Insurance, of the General Terms and Conditions.

2. MODIFICATIONS TO THE GENERAL TERMS AND CONDITIONS FOR CONTRACTS FOR PROFESSIONAL SERVICES FOR THE CITY AND COUNTY OF HONOLULU

The General Terms and Conditions for Contracts (2/1/2015) shall apply to, and are incorporated by reference into, this Agreement, except as modified by reference herein.

A. DEFINITIONS. The following definitions are added:

CONSULTANT: Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or other private legal entity engaged by the CITY to perform the services under this Agreement.

DIRECTOR: The CITY's Director of the Department of Budget and Fiscal Services or the Director's duly authorized representative.

FHWA: The Federal Highway Administration, U.S. Department of Transportation.

REIMBURSEMENT: Compensation for expenses incurred which includes, but is not limited to, topographic survey, geotechnical investigation, reproduction, attendance at community meetings, meeting hall rental, demonstration coning, permit/application fees, and field office.

STANDARD OR REQUIREMENT: Any provision of any federal, state or local, including CITY, law, ordinance, code, rule, regulation, guideline, directive, order, circular, agreement, practice, policy, notice, plan, statement, or other standard or requirement, and any amendment or revision thereto made in the future, including any mandatory provision, term, condition, clause, representation, certification, assurance or other statement required thereunder.

WORK: The furnishing of all services, labor, goods, materials, supplies, equipment and other incidentals reasonably necessary to the successful completion of this Agreement.

B. The following definition is modified for Officer-in Charge:

The Officer-in-Charge shall designate, in writing, a representative to coordinate the work under this Agreement, to coordinate work under other CITY contracts with the work under this Agreement, and to act as the liaison between the CONSULTANT and the CITY in order to assist in expediting the resolution of questions or controversies, the making of CITY decisions, and the review and approval by the CITY of documents, progress reports, requests, and other matters as required.

The CONSULTANT shall, with the approval of the CITY, designate in writing a representative, who shall maintain close and frequent communications with the CITY's representative and be authorized to act on behalf of the CONSULTANT. Any change in the CONSULTANT's representative shall be made with the approval of the CITY. The CONSULTANT's representative shall be experienced and qualified in the type of work involved and shall be directly responsible for the prosecution of the work under this Agreement.

Every effort shall be made by all parties to this Agreement to retain the same representatives during the term of this Agreement in order to maintain continuity of effort and control.

- C. Indemnity. Delete Section 2.10, Indemnity, of the General Terms and Conditions and, in lieu thereof, insert:

“2.10. The CONSULTANT shall indemnify and hold harmless the CITY, its officers, employees, and agents from and against any liability, damage, loss, cost, and expense, including reasonable attorneys' fees, and all claims, suits, and demands therefore arising out of or resulting from the negligent, reckless, intentional, or wrongful acts, errors, or omissions of the CONSULTANT, the contractor's employees, officers, agents, or subcontractors in the performance of the contract or the contractor's professional services, and this provision shall remain in full force and effect notwithstanding the expiration or earlier termination of the contract.”

### 3. CLAUSES APPLICABLE TO FEDERALLY FUNDED CONTRACTS

The CONSULTANT understands that Federal laws, regulations, policies, and related administrative practices applicable to this Agreement on the date signed may be modified from time to time. The CONSULTANT agrees that the most recent of such Federal requirements will govern the administration of the Agreement at any particular time, except if the CITY issues a written determination otherwise. To achieve compliance with changing Federal requirements, the CONSULTANT agrees to include notice in each subcontract that Federal requirements may change and the changed requirements will apply to the Agreement as required.

### 4. PATENT RIGHTS

If any invention, improvement, or discovery of the CITY, the CONSULTANT or any subcontractor at any tier is conceived or first actually reduced to practice in the course of or under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States or any foreign country, the CONSULTANT shall notify the CITY immediately and provide a detailed report. The rights and responsibilities of the CITY, the CONSULTANT, any subcontractor at any tier, and the Federal

Government with respect to such invention, improvement, or discovery shall be determined in accordance with applicable Federal standards or requirements, and any waiver thereof.

5. EQUAL OPPORTUNITY

A. Selection of Labor: During the performance of this contract, the contractor shall not discriminate against labor from any other State, possession or territory of the United States.

B. Employment Practices: During the performance of this contract, the CONSULTANT agrees as follows:

1. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Highway Division setting forth the provisions of this nondiscrimination clause.
2. The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin.
3. The CONSULTANT will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provide by the State Highway Division advising the said labor union or workers' representative of the contractor's commitments under this Section 2 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The CONSULTANT will comply with all provision of Executive Order 11246 of September 24, 1965, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.
5. The CONSULTANT will furnish all information and reports required by executive order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Federal Highway Administration and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the CONSULTANT's noncompliance with the

nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of labor, or as otherwise provided by law.

7. The CONSULTANT will include the provisions of this Section 7 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as the State Highway Division or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a contract becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Federal Highway Administration, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

C. Selection of Subcontractors. Procurement of Materials, and leasing of Equipment: During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "CONSULTANT" agrees as follows:

1. Compliance with Regulations: The CONSULTANT shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The CONSULTANT with regard to the work performed by it during the contract shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports: The CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State of Hawaii Division or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the State Highway Division, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions, of this contract, the State Highway Division shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but limited to:
  - a. withholding of payments to the contractor under the contract until the contractor complies, and/or
  - b. cancellation, termination or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The CONSULTANT shall include the provision of this Section 6 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the regulations, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subcontractor or procurement as the State Highway Division or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State Highway Division to enter into such litigation to protect the interest of the State, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

6. DISADVANTAGE BUSINESS ENTERPRISES REQUIREMENTS.

The following shall apply in the performance of this contract:

- A. Policy: It is the policy of the United States Department of Transportation (DOT) that disadvantaged business enterprises (DBE) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 applies to this agreement.
- B. DBE Obligation: The State DOT and its contractor agree to insure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the

maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. In this regard, the contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of federal DOT assisted contracts.

## 7. ACCESS TO RECORDS AND REPORTS.

The following access to records requirements apply to this Contract:

- A. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the CONSULTANT agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the CONSULTANT which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. CONSULTANT also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to CONSULTANT's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- B. The CONSULTANT agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The CONSULTANT agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case CONSULTANT agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

## 8. SUBCONTRACTS.

The CONSULTANT shall include a clause containing all of the provisions of this Subsection, including this paragraph, modified only to show the particular contractual relationship, in all subcontracts under this Agreement and shall require that such clauses be contained in subcontracts at all tiers.

## 9. CIVIL RIGHTS ACT

- A. In implementing this Agreement, the CONSULTANT shall comply, and assure compliance by subcontractors at all tiers, with all requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d; U.S. Department of Transportation regulations, "Nondiscrimination in Federally-Assisted Programs of

the Department of Transportation - Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21 ("Regulations"); any other standard or requirement relating to nondiscrimination; any assurances made by the CITY relating thereto; and the affirmative action and other obligations and requirements of Exhibits 5, 6, 7, and 8, which are attached hereto and incorporated herein and made a part of this Agreement.

In implementing this Agreement, the CONSULTANT shall not, and shall assure that subcontractors at all tiers shall not, discriminate against any employee or applicant for employment, exclude any person from participation in, or deny such person the benefits of this Agreement or otherwise discriminate against such person, because of race, color, creed, sex, disability, age, or national origin, including activities relating to the selection and retention of subcontractors and the procurement, purchasing, or leasing of services, goods, materials, supplies, or equipment. The CONSULTANT agrees to take, and assure that subcontractors at all tiers take, affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT shall not participate, and shall assure that subcontractors at all tiers do not participate, either directly or indirectly, in the discriminations prohibited by Section 21.5 of the Regulations, including employment practices when this Agreement covers a program set forth in Attachment B of the Regulations.

In all solicitations, either by competitive bidding, negotiation or otherwise, made by the CONSULTANT for work to be performed under a subcontract, including the procurement, purchase or lease of services, goods, materials, supplies or equipment, each potential subcontractor, supplier or vendor shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age, or national origin. The CONSULTANT shall assure that subcontractors at all tiers comply with the requirements of this paragraph.

The CONSULTANT shall provide, and assure that subcontractors at all tiers provide, all materials or information and reports required by applicable standards or requirements, and shall permit access to its books, records, accounts, and other materials or information and its facilities as may be determined by the CITY or the Federal Government to be pertinent to ascertain compliance with applicable standards or requirements. Where any information required of the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the CITY and the Federal Government, and shall set forth what efforts it has made to obtain the information.

In the event of the CONSULTANT's or any subcontractor's noncompliance with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it or the Federal Government may determine to be appropriate, including, but not limited to, withholding of payments to the CONSULTANT under

this Agreement until the CONSULTANT or subcontractor complies and/or cancellation, termination or suspension of this Agreement, in whole or in part.

The CONSULTANT shall include a clause containing all of the provisions of this Subsection, including this paragraph, modified only to show the particular contractual relationship, in all subcontracts under this Agreement, including the procurement, purchase or lease of services, goods, materials, supplies or equipment except for standard commercial supplies or raw materials and construction subcontracts, and shall require that such clauses be contained in subcontracts at all tiers. The CONSULTANT shall take such action with respect to any subcontractor at any tier or procurement, purchase or lease as the CITY or the Federal Government may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the CONSULTANT becomes involved in or is threatened with litigation with a subcontractor or supplier or vendor as a result of such direction, the CONSULTANT may request the CITY to enter into such litigation to protect the interests of the CITY, and, in addition, the CONSULTANT may request the Federal Government to enter into such litigation to protect the interests of the United States.

- B. The CITY has submitted and the Federal Government has approved, an equal employment opportunity program and such program is incorporated into this Agreement by reference and made a part hereof. Such program shall be treated as a contractual obligation; and failure to carry out the terms of the program shall be treated as a breach of this Agreement. Upon notification to the CONSULTANT of its failure to carry out the approved program, the CITY will impose such remedies and sanctions as it may deem appropriate, which remedies and sanctions may include termination of this Agreement. The CONSULTANT understands that failure to carry out the terms of any CITY equal employment opportunity program may result in termination of Federal financial assistance for this Agreement and affect the capability of the CITY to obtain future financial assistance from the U.S. Department of Transportation.

#### 10. SUBSTANCE ABUSE

The CONSULTANT shall comply, and assure compliance by subcontractors at all tiers, with all applicable Federal standards and requirements relating to substance abuse, including the U.S. Department of Transportation regulations, "Drug-Free Workplace Requirements (Grants)," 49 C.F.R. Part 29, Subpart F, U.S. Department of Transportation regulations at 49 C.F.R. Parts 40, 653, and 654, and any other U.S. Department of Transportation or FHWA standards or requirements relating to substance abuse (drugs and alcohol).

#### 11. LABOR PROVISIONS - Nonconstruction Contracts

To the extent applicable, the CONSULTANT agrees to comply with 29 C.F.R. Section 5.5.

- A. The requirements of Paragraphs B through D of this Subsection are applicable to this Agreement. In addition to the extent that this Agreement is subject to the overtime provisions of the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 C.F.R. Section 5.1, the CONSULTANT shall maintain, and assure that subcontractors at all tiers maintain, payrolls and basic payroll records during the course of the work and preserve them for a period of three (3) years from the completion of this Agreement for all laborers and mechanics, including guards and watchmen, working on this Agreement. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this Paragraph shall be made available by the CONSULTANT and subcontractors at any tier through the CONSULTANT for inspection, copying, or transcription by authorized representatives of the CITY, the FHWA, the U.S. Department of Transportation, or the U.S. Department of Labor, and the CONSULTANT shall permit, and assure that subcontractor at all tiers shall permit, such representatives to interview employees during working hours on the job.
- B. Neither the CONSULTANT nor any subcontractor at any tier contracting for any part of the work under this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty (40) hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such work week.
- C. In the event of any violation of the requirements of Paragraph B, the CONSULTANT and any subcontractor at any tier responsible therefore shall be liable for the unpaid wages. In addition, the CONSULTANT and any such subcontractor shall be liable to the Federal Government for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of Paragraph B in the sum of TEN DOLLARS AND NO/100 (\$10.00) for each day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by Paragraph B.
- D. The FHWA or the CITY shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the CONSULTANT or a subcontractor at any tier under this Agreement or any other Federal contract with the same prime CONSULTANT, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONSULTANT, such sums as may be determined to be necessary to satisfy any liabilities of the CONSULTANT or any such subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Paragraph C.

- E. The CONSULTANT shall insert, and assure that subcontractors at all tiers insert, in any subcontracts the provisions set forth in Paragraphs A through E of this Subsection as well as a provision requiring the subcontractor to include such provisions in any lower-tier subcontract. The CONSULTANT shall be responsible for compliance by any subcontractor or lower tier subcontractor with the provisions set forth in this Subsection.
- F. In the event that there are no labor categories applicable to mechanics and laborers the following rules for overtime apply:
  - 1. No overtime is to be paid for any employee of the CONSULTANT or any subcontractor at any tier classes as managerial.
  - 2. No overtime is to be paid at time and a half for employees of the CONSULTANT or any subcontractor at any tier exempt from the Fair Labor Standards Act (FLSA). Such employees with the prior approval of the CITY may be compensated at straight time rates for any hours worked above 40 hours a week or 80 hours in a two-week pay cycle.

## 12. RIGHTS IN DATA AND COPYRIGHTS

- A. The term "subject data" as used in this Subsection means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Agreement. The term includes graphic or pictorial delineations in media such as drawings or photographs; text in specifications or related performance or design- type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to project administration.
- B. The following restrictions apply to all subject data first produced in the performance of this Agreement:
  - 1. Except for their own internal use subject to any confidentiality requirements of agreements, the CONSULTANT and any subcontractor at any tier may not publish or reproduce such data in whole or in part, or in any manner or form, nor may the CONSULTANT or any such subcontractor authorize others to do so, without the written consent of the CITY and the Federal Government, until such time as the CITY and the Federal Government may have either released or approved the release of such data to the public.
  - 2. In accordance with 49 C.F.R. Sections 18.34 and 19.36, the CITY and the

Federal Government reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for CITY or Federal Government purposes:

- a. Any subject data developed under this Agreement or any subcontract at any tier, irrespective of whether or not a copyright has been obtained; and
  - b. Any rights of copyright to which the CONSULTANT or any subcontractor at any tier purchases ownership with CITY funds or Federal assistance.
- C. The CONSULTANT shall indemnify, save and hold harmless the CITY and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the CONSULTANT or any subcontractor at any tier of rights to nondisclosure or use of confidential commercial or financial information, trade secrets, or proprietary information, of copyrights, or of rights of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under or in connection with this Agreement. The CONSULTANT shall not be required to indemnify the CITY or the Federal Government for any such liability arising out of the wrongful acts of officers, employees, or agents of the CITY or the Federal Government.
- D. Nothing contained in this Subsection on rights in data shall imply a license to the CITY or the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the CITY or the Federal Government under any patent.
- E. The requirements of Paragraphs B, C, and D of this Subsection shall not be applicable to material furnished to the CONSULTANT by or from the Federal Government and incorporated in the work carried out under this Agreement; provided that such incorporated material is identified by the CONSULTANT at the time of delivery of such work.
- F. The CONSULTANT shall include a clause containing all of the provisions of this Subsection, including this Paragraph, in all subcontracts, altered if necessary for proper identification of the contracting parties, and require that such clauses be contained in all subcontracts at any tier.
- G. Notwithstanding anything to the contrary in Paragraphs A through G of this Subsection, neither the CONSULTANT nor any subcontractor at any tier nor any of their present or former employees shall make an application for a copyright by or on its, his or her behalf relating to any documents, information, reports, studies, plans, drawings, tracings, specifications, estimates, technical, engineering, or other data, products, or other materials or information produced,

prepared or assembled in whole or in part under this Agreement, without the prior written approval of the CITY.

13. PRIVACY

Should the CONSULTANT or any subcontractors at any tier or their employees administer any system of records on behalf of the Federal Government or for the CITY on behalf of the Federal Government, the Privacy Act of 1974, 5 U.S.C. Section 552a ("Privacy Act") imposes information restrictions on the party managing the system of records. The CONSULTANT agrees to comply, and assure the compliance by subcontractors at all tiers, with the Privacy Act and any other applicable standards or requirements, and to obtain the express consent of the CITY and the Federal Government before the CONSULTANT or any subcontractor at any tier or their employees anticipates operating a system of records on behalf of the Federal Government. The CONSULTANT understands that the requirements of the Privacy Act, including the civil and criminal penalties for violations of the Privacy Act, apply to those individuals involved and that failure to comply with the terms of the Privacy Act may result in termination of this Agreement for default.

14. PLANNING AND PRIVATE ENTERPRISE

The CONSULTANT shall ensure that this Agreement is implemented in a manner consistent with the plans developed in accordance with applicable planning and private enterprise requirements of 49 U.S.C. Sections 5303 through 5306, and joint FHWA/FTA regulations, "Planning Assistance and Standards," 23 C.F.R. Part 450 and 49 C.F.R. Part 613.

15. INTEREST OF MEMBERS OF OR DELEGATES TO CONGRESS

In accordance with 41 U.S.C. Section 22, no member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or derive any benefit therefrom.

16. CERTIFICATES AND REPRESENTATIONS

Various additional Certifications, Representations, Assurances, and Other Statements as executed by the CONSULTANT are attached hereto as Exhibits 1 - 4 and are incorporated herein and made a part of this Agreement.

17. FEDERAL AID ELIGIBILITY DISCLOSURES AND CERTIFICATIONS

The provisions of 2 C.F.R. Part 180 and 2 C.F.R. Part 1200 are applicable to this Agreement. The CONSULTANT has executed the Certification of Primary Participation Regarding Debarment, Suspension, and Other Responsibility Matters, and approved subcontractors have executed the Certification of Lower-Tier Participants Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion, certifying that neither the CONSULTANT nor the subcontractors nor their principals are presently

debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from or otherwise excluded from or ineligible for participation in this Agreement. These certifications are attached hereto as Exhibit 3 and incorporated herein and made a part of this Agreement.

The CONSULTANT is required to comply with 2 C.F.R. Part 180, Subpart C, as supplemented by 2 C.F.R. Part 1200, Subpart C, and must include the requirement to comply with 2 C.F.R. Part 180, Subpart C, as supplemented by 2 C.F.R. Part 1200, Subpart C, in any lower tier covered transaction equal to or exceeding \$25,000 it enters into. By signing the Agreement, the CONSULTANT certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City and County of Honolulu (the "CITY"). If it is later determined that the CONSULTANT knowingly rendered an erroneous certification, in addition to remedies available to the CITY, the Federal Government may pursue available remedies, including, but not limited to, suspension and/or debarment. The CONSULTANT agrees to comply with the requirements of 2 C.F.R. Part 180, Subpart C, as supplemented by 2 C.F.R. Part 1200, Subpart C, throughout the Agreement period. The CONSULTANT further agrees to include a provision requiring such compliance in its lower-tier covered transactions equal to or exceeding \$25,000.

The CONSULTANT and approved subcontractors have executed the Lobbying Certification for Federal Aid Contracts. These certifications are attached hereto as Exhibit 1 and incorporated herein and made a part of this Agreement. The CONSULTANT's and subcontractors' signatures on these Certifications shall certify (1) that it has not engaged in the prohibited activity, and (2) that the language of the Certifications shall be included in all lower-tier subcontracts and that all such subcontractors shall certify and disclose accordingly. If the CONSULTANT or any subcontractor at any tier has engaged in any lobbying activities to influence or attempt to influence the awarding of this Agreement, the CONSULTANT and the involved subcontractors must disclose these activities on SF-LLL. Disclosure of Lobbying Activities and promptly submit the forms to the Officer-in-Charge. These certifications and SF-LLL are attached hereto as Exhibit 1 and incorporated herein and made a part of this Agreement. The CONSULTANT shall also assure that any additional subcontractors at any tier complete the required certifications and forms. The CONSULTANT shall comply, and assure compliance by subcontractors at all tiers, with the notification, continuing disclosure, quarterly reporting, and other requirements of applicable Federal standards and requirements, including 31 U.S.C. Section 1352 and 49 C.F.R. Part 20. The certifications are a material representation of fact upon which the CITY relied in entering into this Agreement.

#### 18. ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES

The CONSULTANT shall comply, and assure compliance by subcontractors at all tiers, with all applicable requirements of the Americans with Disabilities Act of 1990 ("ADA"),

42 U.S.C. Section 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 794; 49 U.S.C. Section 5301(d); and all other applicable standards or requirements, as may be amended from time to time, including, but not limited to the following:

- A. U.S. Department of Transportation regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- B. U.S. Department of Transportation regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- C. U.S. Department of Transportation regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 C.F.R. Part 38;
- D. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- E. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- F. General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- G. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the American with Disabilities Act," 29 C.F.R. Part 1630; and
- H. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F.

19. MAINTENANCE AND INSPECTION OF BOOKS AND RECORDS AND AUDITS

The CONSULTANT shall maintain, and assure that subcontractors at all tiers maintain complete and accurate books and records, reports, data, payrolls, time records, time cards, checks, orders, invoices, contracts, subcontracts, vouchers, bills, receipts, documents, papers, accounting records or documents, and other materials and information pertaining to this Agreement. Such materials and information shall be maintained on a generally accepted accounting basis and shall be clearly identified, readily accessible, and, to the extent feasible, kept separate from materials and information not relating to this Agreement.

The CONSULTANT shall provide, and shall assure that subcontractors at all tiers provide, free access to all authorized representatives of the CITY, the State of Hawaii, and the Federal Government at all reasonable times and places at no cost to the CITY, the State of Hawaii or the Federal Government to such work, books and records, reports, data, payrolls, time records, time cards, checks, orders, invoices, contracts,

subcontracts, vouchers, bills, receipts, documents, papers, accounting records or documents, and other materials or information of the CONSULTANT or any such subcontractor relating to this Agreement, and the right to inspect, examine and audit the same, and to make copies thereof or excerpts and transcriptions therefrom, as necessary, during the performance of this Agreement and for a period of three (3) years from the date of final payment under this Agreement or the final payment under the subcontract, whichever is applicable, or until all other matters pending to the Agreement are closed, whichever is later.

Termination or completion of this Agreement does not alter the requirement of this Subsection.

20. FALSE OR FRAUDULENT STATEMENTS OR CLAIMS

The CONSULTANT acknowledges that if it makes any false, fictitious, or fraudulent claim, invoice, submission, certification, representation, assurance, or other statement to the CITY in connection with this Agreement that the CONSULTANT may be subject to the penalties and sanctions specified in Chapter 103D, Hawaii Revised Statutes. If Federal funds are used for this PROJECT, the CONSULTANT may also be subject to the penalties and sanctions of 18 U.S.C. Section 1001, 31 U.S.C. Section 231 and 3801 et seq., 49 U.S.C. Section 5307(n)(1), and other applicable standards and requirements, including the penalties and sanctions specified in Chapter 103D, Hawaii Revised Statutes. The CONSULTANT also recognizes that the terms of U.S. Department of Transportation regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions with respect to this Agreement.

21. STANDARDS OF CONDUCT

No employee, officer, agent, immediate family member, or Board member of the CITY shall participate in the selection, award, or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.

Such a conflict would arise when any of the following has a financial or other interest in the firm selected for award:

- A. The employee, officer, agent, or Board member;
- B. Any member of his/her immediate family;
- C. His or her partner; or
- D. An organization that employs, or is about to employ, any of the above.

22. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000.00 or more).

By submission of this bid or execution of this contract, or subcontract, as appropriate, the CONSULTANT will be deemed to have stipulated as follows:

- A. That any facility this is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. § 1857 et seq., as amended by Pub.L. 91-604) and under the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations and implementation thereof (40 CFR Part 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR §15.20.
- B. That the CONSULTANT agrees to comply and remain in compliance with all requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
- C. That the CONSULTANT shall promptly notify the CITY of the receipt of any communication for the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. That the CONSULTANT agrees to include or cause to be included the requirements of paragraph a through d of this Section 23 in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

**EXHIBIT 1**

**CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions as amended by "Governmentwide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 1413 (1/19/96). Note: Language in Paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (Pub.L. 104-65, to be codified at 2 U.S.C. § 1601, et seq.)

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 (as amended by the Lobbying Disclosure Act of 1995). 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.

Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.

The Offeror, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Offeror understands and agrees that the provisions of 31 U.S.C. § 3801, et seq., apply to this certification and disclosure, if any.

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**NOTE: THE CONTRACTOR IS REQUIRED PURSUANT TO FEDERAL LAW, TO INCLUDE THE ABOVE LANGUAGE IN SUBCONTRACTS OF \$100,000 AND TO OBTAIN THIS LOBBYING CERTIFICATE FROM EACH SUBCONTRACTOR BEING PAID \$100,000 OR MORE UNDER THIS CONTRACT**

**Exhibit 2**

CONFLICT OF INTEREST

I, \_\_\_\_\_ certify that (check one):

       I do not have any relationships or conflicts with any firms or individuals that would preclude my selection by the CITY as a CONSULTANT on this Agreement.

       I have had the following relationships with the specific firm(s) or individual(s), identified on the attached sheet, which may exclude my participation on this Agreement. I understand that based on the information I have provided, the CITY may exclude me from further consideration and the CITY may withdraw my selection. I further certify that the degree and extent of my relationship with these named firm(s) or individual(s) have been fully disclosed on the attached sheet.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Date)

**Exhibit 3**

**CERTIFICATION OF LOWER-TIER PARTICIPANTS REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

The Lower Tier Participant (potential subcontractor under a major third party contract), \_\_\_\_\_, certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(If the Lower Tier Participant (potential subcontractor under a major third party contract) is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.)

**THE LOWER TIER PARTICIPANT (POTENTIAL SUBCONTRACTOR UNDER A MAJOR THIRD PARTY CONTRACT) \_\_\_\_\_, CERTIFIED OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTION 3801 ET SEQ. ARE APPLICABLE THERETO.**

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



## SUBMITTAL REQUIREMENTS

### **I. MATERIALS TO BE SUBMITTED:**

Firms/Persons shall provide PDF files of all materials being submitted. PDF attachments shall be no larger than 3.0 MB per attachment. Emails shall not exceed 20 MB. All PDFs shall be printable on standard size paper.

ALL SUBMITTALS (regardless of Department) shall:

1. Be emailed to [professionalservices@honolulu.gov](mailto:professionalservices@honolulu.gov)
2. Clearly IDENTIFY THE COMPANY OR PERSON SUBMITTING THE MATERIALS
3. Clearly IDENTIFY THE CATEGORY OF INTEREST
4. Clearly IDENTIFY THE DEPARTMENT you intend to submit for

All materials submitted which have not been clearly designated as proprietary shall become the property of the City and shall be subject to public inspection and may be returned only at the City's discretion.

### **II. QUALIFICATIONS SUBMITTAL FORMAT**

This submittal format is provided to assist you in assembling your Statement of Qualification.

CRITERIA	Max. No. Of Pages
<b>Introductory letter</b> , including the name of the firm, the category the consultant is submitting for, number of years in the business, and office locations	2
<p><b>1. Professional qualifications necessary for satisfactory performance of required services.</b></p> <p>The project manager must have experience in managing projects of similar nature and scope, and shall be a professional, licensed in the State of Hawaii unless otherwise stated herein. The project manager's resume must be included in the Appendix.</p> <p>The consultant shall designate experienced professional and technical staff to competently and efficiently perform the work, either through their own personnel or sub-consultants. The qualifications shall identify the project team composition, project leadership, reporting responsibilities, and address how sub-consultants will fit into the management structure. Resumes of key team members, limited to one page per person, must be included in the Appendix.</p> <p>Note: This information includes the qualifications of the individuals and sub - consultants, and a list of applicable past projects the consultant worked on. The selection is made on the team, and not just the prime consultant.</p>	4
<b>2. Past performance on projects of similar scope for public agencies or private industry, including corrective actions and other responses to notices of deficiencies.</b>	3

<p>The consultant shall include a list of all similar projects that the consultant worked on and successfully completed. Include the name, contact person and telephone number of the government and/or private agencies, and how cost control, quality of work, and schedule compliance issues were addressed.</p>	
<p><b>3. Capacity to accomplish the work in the required time.</b></p> <p>The consultant must demonstrate that sufficient knowledgeable staff is available and that any sub-consultant hired by the consultant is experienced and capable of performing the work. The consultant shall include a list of current projects, which shall include the start and estimated consultant contract completion dates of the projects. The consultant shall also identify key team members, including the project manager and any sub-consultants.</p>	3
<p><b>4. Any additional criteria.</b></p> <p><u>Submit any conflict of interest you may encounter in performing services for the City and County of Honolulu.</u></p> <p><b>Innovative or Alternative Methods to Perform the Required Services, and Anticipated Concepts for Completion of the Project.</b> Please indicate any innovative, unique or alternative methods that would be used to perform the required services. Also, please indicate anticipated concepts to complete the project, including modern and cost-effective design methods or special project related techniques that would benefit the project.</p>	2
<p>TOTAL</p>	14*
<p>Appendix: Resumes of key personnel</p>	1 pg/person maximum
<p>Appendix: Company brochure (optional)</p>	

\*A page is considered to be letter size, printed on one side, single spaced, with characters no smaller than 12 point font. Additional information may be requested at our discretion.

**FH20 FHWA Funded Consultant (Engineering and Design) Projects:**

**Project Name:** BRIDGE INSPECTION, INVENTORY AND APPRAISAL I, FY 2020,  
FEDERAL-AIDED PROJECT NOS. BR-NBIS(0XX)

**Project Category of Interest (Civil Engineering, etc.):** Structural Engineering

**Payment Method (Fixed Fee, Fixed Fee + Reimbursable, etc.):** Fixed Fee +  
Reimbursable

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**Project Name:** BRIDGE INSPECTION, INVENTORY AND APPRAISAL II, FY 2020,  
FEDERAL-AIDED PROJECT NOS. BR-NBIS(0XX)

**Project Category of Interest (Civil Engineering, etc.):** Structural Engineering

**Payment Method (Fixed Fee, Fixed Fee + Reimbursable, etc.):** Fixed Fee +  
Reimbursable