

University of Colorado at Boulder

**Request for Qualifications
INFORMATION PACKET**

North South Bikeway Improvements

The University of Colorado at Boulder proposes to plan, design, and construct approximately 330 lf of multi use pathway and site amenities through the Boulder campus. This packet provides information and procedures regarding:

- I. PURPOSE / BACKGROUND**
- II. SCOPE OF SERVICES**
- III. SCHEDULE**
- IV. SELECTION CRITERIA**
- V. RESPONSE FORMAT**
- VI. OTHER INFORMATION**

This RFQ is for the purpose of selecting an engineer or landscape architect to design, prepare construction documents, assist with bidding and negotiations, administer the construction contract, and provide a warranty walk-through at the conclusion of the project. **All consultants should carefully examine the materials contained in this packet prior to submitting their response to this RFQ.**

Contact Person: Richelle Reilly
Campus Landscape Architect
Phone: (303) 492-3500 / Fax: (303) 492-4082
E-Mail: Richelle.Reilly@colorado.edu

Date of Issue: December 3, 2010

Due Date: 4:00 PM
December 20, 2010

Submittals to: Richelle Reilly
Campus Landscape Architect
Department of Facilities Management
University of Colorado at Boulder
RL-2, 1540 30th Street, 3rd Floor Reception Desk 453 UCB
Boulder, CO 80309-0453

I. PURPOSE / BACKGROUND

A. Program Description

The University of Colorado at Boulder seeks an engineering firm or landscape architect to design a multi use pathway and surrounding site amenities at the site of Old Folsom Drive near the Engineering Center. The primary function of the multi use path is to finish the North South Bikeway that currently starts at Broadway and continues north through the campus to Folsom Avenue. The existing site is the last remaining portion of Old Folsom Drive. The project will add site amenities for bicycle & pedestrian enhancement that includes but is not limited to bike racks, signage, site walls and placement of a bike repair building. This project will be a collaborative effort between The Department of Parking & Transportation Services and Facilities Management and the Colorado Department of Transportation and Denver Regional Council of Governments. This final phase of development of the bike path is integral to achieving the goals identified in the *March 2001 Campus Master Plan*.

B. Program and Facilities Needs

The University of Colorado at Boulder (CU Boulder), with over 30,000 students is located in the south central portion of the community of Boulder, population 100,000. On the Boulder campus, as well as in the city of Boulder, the bicycle is a major mode of transportation. In 1975, Folsom Drive was shut down and designated a bike/pedestrian route. This path is a major NS connector from the Broadway Bike path on the south and Folsom Street on the North, allowing students as well as daily commuters a continuous route through the campus.

The North South Bikeway/Regent Overpass has been completed improving the multi use path from Broadway through a raised crossing that ties into the Center for Community site. The Center for Community houses a new dining center, student services center, conference space and a parking garage. The eastern portion of the site includes a plaza open space with direct connection to the north entrance to the pedestrian tunnel, and separated bike path that connects with the Leeds School of Business. The Leeds School of Business completed in 2008, extended the multi use path to the north edge of the Engineering Center. Completion of the multi use path fulfills the original stated goals of the North South Bikeway project.

C. Projected Scope, Size, Cost, and Schedule

The path improvements will remove the last remaining portion Folsom Drive; create a safe pedestrian, bike and service route from the Leeds School of Business north to the existing path in front of the Math building. The project includes adding bike parking and site design for a bike station.

The total budget for this project is \$498,000. The basis of payment for the selected design firm will be cost + fixed fee.

See: EXHIBIT I: CDOT/Federal Requirement: Cost Plus Fixed Fee

Meeting the schedule for this project is critical to the success of the project as well as plans to proceed with adjacent projects.

D. Relationship to Institutional and Facilities Master Plans

The CU-Boulder *Campus Master Plan, March 2001* indicates a “concerted effort to reduce conflicts between pedestrians, vehicles and bicycles.” The plan lists the intersection of Regent Drive Crossing at Fiske Planetarium as one of the most dangerous intersections on campus, listing a key objective to: *Create well designed multi modal roads within the desired campus context.* Consultants will be required to coordinate design of the multi use path with current master planning efforts of the university.

II. SCOPE OF SERVICES

A. General

The University desires complete design services necessary for the construction of a multi use path and campus connections approximately 330 in length on a site that is bordered by the Engineering Center on the east and Cockrell Hall on the west, Engebretson Quad to the south and The Math Building entry lawn to the north. To that end, the consultants may be required to provide services beyond those listed in the description below.

B. University Services

The University will provide existing surveys, maps, and all base data available on the proposed site, including existing building plans, utilities, and related work completed to date.

The latest University standards for construction and materials can be viewed on-line at: <http://fm.colorado.edu/construction/standards/Categories.html>

Existing building plans for any adjacent structures that may be impacted by this project may be obtained from the CU-Boulder, Department of Facilities Management CAD Office.

C. Consultant Services

The list of services that are designated by the University include but are not limited to:

- Participate with the University’s public review process as appropriate, including, but not limited to, meetings with students, staff, faculty, the University’s [Design Review Board](#), the [Boulder Campus Planning Commission](#), and others as necessary. Full reviews through these committees are expected.
- Participate with the University in the selection of any additional consultants as needed.
- Coordinate with University Project Manager in selection of General Contractor through CDOT bidding process.
- Achievement of stated UDBE participation goals as set by CDOT and DRCOG.

- Confirm and enhance programmatic data collected to date with input from proposed users, Facilities Management, and others as appropriate.
- Lead design team meetings, documenting results and decisions made and distributing them to design team members, including the CU-Boulder Campus Landscape Architect.
- Provide conceptual, schematic, design development, and construction documents necessary to secure approvals of the University and Colorado Department of Transportation. Each submission shall include appropriate architectural, mechanical, electrical, and life-safety information. All drawings shall be submitted in AutoCAD (Autodesk Inc.) .DWG format at the current highest release level or level that is 100% compatible to the current highest release level. Drawing packages will follow current CDOT format and University CAD standards.
- Provide supporting documentation necessary at each phase for proper review by the Department of Facilities Management, CDOT, and client including but not limited to opinion of probable cost, specifications with appropriate detail, code analysis, narrative description of project, and other materials appropriate to each phase of design.
- Participate in the University's technical review process and respond to all comments made during the review. The Department of Facilities Management maintains a website to facilitate collection of comments and responses made by consultants.
- Work diligently and in good faith to meet the schedule. The university's schedule may require that the design team provide multiple bid packages including estimates at the Schematic Design Phase.
- Provide bidding documents in sufficient quantity to facilitate competitive prices for this project. Respond to questions made by bidders and documenting those answers in the form of addenda.
- Provide construction administration services including field observation, shop drawing and submittal review, participation in weekly construction meetings, responding to Requests for Information, issuing Proposal Requests, review of progress payments made by the contractor, review and comment on contract change orders, and other services required for successful construction of the project.
- Provide project close-out services including operations and maintenance manuals, record documents, and other necessary materials.
- Provide warranty reviews at six and eleven months after acceptance of the project by the University.

D. Colorado Department of Transportation Requirements

- The University of Colorado has received federal funds for this project. The project plans and specifications shall be developed in Colorado Department of Transportation (CDOT) format using the latest AASHTO and CDOT design and construction standards, guidelines, practices, and procedures
- All proposed consultants shall be pre-qualified with CDOT for design.
- The Department has determined the contract goal for UDBE participation in this Contract will be met with certified UDBEs who have been determined to be underutilized on professional services contracts. The UDBE goal for this project is zero. See Exhibit J Disadvantaged Business Enterprise Definitions and Requirements.
- The project survey shall be tied into the High Accuracy Reference Network (HARN).
- The consultant shall provide a geotechnical report including testing for water soluble sulfates and a hydraulic report.
- The consultant will be responsible for preparing documents in accordance with the National Environmental Policy Act of 1969 (NEPA) and federal, state and local environmental regulations. Most local agency projects will be covered by a Categorical Exclusion (Cat Ex).
- These documents will be in CDOT's format and presented to CDOT for review and submittal to FHWA for the following clearances as applicable:
 - Threatened or Endangered Species
If it is determined that habitat for any threatened or endangered (T&E) species could potentially occur within the project footprint or adjacent to the project site, a biologist qualified to conduct T&E assessments and/or surveys will need to be retained. It will be the biologist's responsibility to follow survey protocol and obtain all applicable permits to conduct the survey.
 - Wetlands
If it is determined that wetlands exist within the project area, a wetland ecologist or other qualified person will conduct a wetland determination and if needed, a wetland delineation. The wetland delineation shall be conducted according to the guidelines outlined in the 1987 Corps of Engineers (Corps) Wetland Delineation Manual. Wetland boundaries will be surveyed into the project plan sheets, and temporary and/or permanent impacts determined.
 - If the wetlands are jurisdictional, project activities will be subject to Section 404 permitting through the U.S. Army Corps of Engineers (Corps).
 - Section 404 Permitting
If a Section 404 permit is required, the applicant will be responsible to ensure all conditions of the permit are adhered to, including preparation of a mitigation plan. CDOT requires a copy of the Corps permit.

III. SCHEDULE

The selected consultant must demonstrate that they have sufficient resources to meet this tentative schedule. Consultant will follow design submission guidelines required by Colorado Department of Transportation which run concurrent with the following schedule:

| | |
|---|-------------------|
| Issue RFQ for Design Services | December 3, 2010 |
| Pre Submittal Site Walk | December 15, 2010 |
| Deadline for Submittals | December 22, 2010 |
| Committee Screening of Submittals | December 28, 2010 |
| Consultant Interviews | January 5, 2011 |
| CU/CDOT Approval of Architect Selection | February 7, 2011 |
| Conclude Contract Negotiations | February 7, 2011 |
| Initiate Design | February 10, 2011 |
| Conceptual/Schematic Design Review by DRB | March 10, 2011 |
| Design Development Review by DRB | April 14, 2011 |
| Bid Opening | August 10, 2010 |
| Construction Start | September 6, 2011 |
| Project Completion | November 5, 2011 |

The University expects to enter into contract negotiations with the top ranked firm such that design can begin immediately after University and CDOT approvals.

IV. SELECTION CRITERIA

Consultant responses shall furnish credentials to be evaluated according to selection criteria established by the Board of Regents. These criteria include:

A. Recent, direct experience with projects of a similar scope and budget

- Demonstrated firm design expertise, qualifications, and experience with similar projects.
- Evidence of experience and qualifications for providing design services to a public entity, and previous experience with projects submitted to the Colorado Department of Transportation.
- Experience with designing to a program and budget.

- Evidence of experience and qualifications of staff that will be assigned to this project including their roles and their roles on projects listed under the firms' experience.
- Availability of design team to meet schedule.

B. Design and Understanding of the project and University goals

- Demonstrated interest and understanding of this particular project, by this organization (a major university), in this particular place (the City of Boulder)
- Sensitivity to the goals and objectives of the mission of multi modal transportation goals as stated in the Campus Master Plan.

C. Demonstrated ability to plan, schedule, and manage this project or one of similar scope and budget.

- Commitment to projects of this size, scope and magnitude.
- Familiarity with institutional projects and availability of adequate resources (staff and facilities) to appropriately handle a project of this size and complexity (e.g. work load projections for firm and staff).
- Ability to collect, organize, synthesize, and communicate complex information from several university administrative and research departments in a timely manner.
- Description of the firms cost estimating procedures and methodologies.

D. Demonstrated understanding of the financial constraints of this project.

- Ability to scale work performed to fall within the client's limited budget.
- Maintaining the proposed project schedule incorporating the scope of work and the dates listed in this information packet.

E. Commitment to the University of Colorado at Boulder Design Guidelines

- Recognition of the importance of the role of the campus architecture in defining CU-Boulder as a unique place.
- Certification of having read the Boulder Campus Design Guidelines available at <http://fm.colorado.edu/construction/DesignGuidelinesforPlanningatCUBoulder.html> . This should include a discussion of the lead engineer's vision or process for accomplishing this project within the Design Guidelines.

- Understanding of the University of Colorado’s design process, and responses consistent with the Boulder campus requirements.

To maximize the University’s understanding of the consultant’s credentials and qualifications, the University reserves the right to request of any consultant further clarification of its position or to supply additional information deemed necessary to further assess the consultant’s qualifications, or to reject any or all responses received.

A screening committee, chaired by the Campus Landscape Architect or designee and composed of representatives from Facilities Management staff, will review the submittals, conduct oral interviews, and provide a ranked recommendation of three applicants to the Campus Architect as State Buildings Representative and Colorado Department of Transportation for approval.

V. RESPONSE FORMAT / SUBMITTAL OF QUALIFICATIONS

Respondents will provide two (2) copies of their response packets. Material should be bound in and consist only of material in direct response to the selection criteria. Each packet must be in the following format or the University may deem the submittal to be non-responsive.

- (1) **Cover Letter** – one page, bound-in, summarizing the overall qualifications of the team – **in particular the member responsible for leading the design team** -- and including address, phone, e-mail, and fax numbers for **one** primary contact person
- (2) **Table of Contents** – identifying page numbers for criteria requested below
- (3) **Summary of Experience** – similar projects or experiences with the scope of services requested. Provide dates of service and name of principal project person involved.
- (4) **Understanding of the University’s Goals** – consultants’ understanding of the goals and objectives of this project and the consultant’s role in fulfilling each.
- (5) **Methodology** – consultants’ methods of achieving the University’s goals and objectives including, but not limited to, processes, and UDBE participation
- (6) **Financial Constraints:** Consultants’ understanding of the financial and schedule constraints of the project.
- (7) **Commitment to Campus Design Guidelines:** Consultants’ commitment to maintaining the architectural heritage of the Boulder Campus
- (8) **Appendices** – other materials the consultant wishes to submit **not to exceed 10 pages**.

Submittals will be received by the University at the following address no later than 4:00 p.m. on December, 20 2010. **The University will not accept submittals received after this noted time and date.**

*Richelle Reilly
Campus Landscape Architect
University of Colorado at Boulder
RL-2, 1540 30th Street, 3rd Floor Reception Desk (FEDEX, UPS or hand)
453 UCB (US postal Service)
Boulder, CO 80309-0453*

NOTE: Submittals through U.S. Postal Mail should use the campus box number, 453 UCB, rather than the street address.

- All materials submitted in response to this RFQ become the property of the University. The University will return materials from unsuccessful submittals upon request received within 10 working days of the close of submittals.
- The University is not responsible for any submittal preparation expenses, submission costs, or any expenses incurred in negotiations or site visits.

VI. OTHER INFORMATION

A. Pre-submittal meeting

- A pre-submittal meeting will be held at the north side of Engebretson Quad on December 15, 2010 at 10:00 AM. <http://www.colorado.edu/campusmap/>

B. Questions and Inquiries

- After receipt of this Information Packet, and prior to the Pre-Submittal Meeting, applicants may submit questions to Richelle Reilly, Campus Landscape Architect, by fax to (303)-492-7186 or by e-mail to Richelle.Reilly@colorado.edu Questions will be compiled, and every effort will be made to answer the questions at the time of the Pre-Submittal Meeting.

C. Addenda

- The University reserves the right to issue addenda to the RFQ at any time as a result of questions, change in acquisition schedule, or other matters. Such information will be posted on the Consultant Selection Information web page:
<http://www.colorado.edu/facilitiesmanagement/pdc/construction/open.html>
The University also reserves the right to cancel or reissue the RFQ.

D. Project Information

- The university reserves the right to clarify, modify, waive or withdraw any or all of the requirements or information contained in this solicitation. Notice of any such change will be relayed to all firms having submitted information.

E. Selection of Firms

- Upon receipt of submittals by those interested firms the Screening Committee will conduct interviews to determine the firm best qualified. The firm deemed best qualified for this project will be notified by telephone and U.S. mail immediately after screening is completed.

The University of Colorado at Boulder strongly supports the principle of diversity in all its forms. We are interested in receiving applications from women, ethnic minorities, and persons with disabilities, veterans, and veterans of the Vietnam era.

EXHIBIT I:
CDOT/Federal Requirements
COST PLUS FIXED FEE
(Task Order Contracts)
Part I - Payment Terms

For the satisfactory performance of the work described in Exhibit A, the State agrees to pay and the Consultant agrees to accept payment on the basis of its cost plus a fixed fee (CPFF). The consultant's allowable costs and fixed fee are shown in the Consultant's final cost proposal, attached hereto and made a part hereof as PART II. Allowable costs are described below and shall be determined in accordance with applicable provisions of the Federal Acquisition Regulations, Part 31 (Title 48 Code of Federal Regulations, Part 31) But if no federal funds are used to pay this contract, the State cost provisions contained in § 24-107-101 C.R.S. shall control to the extent of any conflict between such provisions and applicable provisions of the Federal Acquisition Regulations.

- A. The allowable costs shall include actual direct labor costs and actual other direct costs as determined from the Consultant's records and the fixed indirect cost rate established herein; and actual sub consultant costs. Actual sub consultant costs are defined as the costs incurred by a sub consultant which are in compliance with the same regulations as the consultant. Provided, however, that some sub consultant costs shall be based on a specific rate of pay to the extent they are shown as such in the Consultant's cost proposal attached herein as Part II and approved in advance by CDOT.

The actual direct labor costs shall be the labor costs for consultant personnel during the time they are productively engaged in work necessary to fulfill the terms of this contract. Current salary rates for Consultant personnel currently anticipated to be engaged in the work are shown herein in Part II. Any changes in such rates and rates of reimbursement for any additional personnel which may be required during the term of this contract shall be only as requested in writing by the Consultant and as approved in writing by the State's Contract Administrator and shall be subject to final audit upon completion of the work. If the Consultant bills more than actual labor costs or if the billed labor costs are already included in the indirect cost rate, the final audit will disallow the billed amount determined to be in excess of actual direct labor costs.

1. The other direct costs are those types of costs allowed in the Consultant's final cost proposal directly incurred in fulfilling the terms of this contract. Rates of reimbursement for currently anticipated other direct costs shall be as shown herein in Part II. Any changes in such rates and rates of reimbursement for any additional other direct costs which may be required during the term of this contract shall be only as requested in writing by the Consultant and as approved in writing by the State's Contract Administrator and shall be subject to final audit upon completion of the work. If the consultant bills more than actual other direct costs or if the billed costs are already included in the indirect cost rate, the final audit will disallow the billed amount determined to be in excess of actual other direct costs.
2. The sub consultant and vendor costs are those allowable costs incurred by a sub consultant and/or vendor. Consultant payment to sub consultants and/or vendor shall be in accordance with and shall not exceed the sub consultant and/or vendor cost proposal submitted by the Consultant to the State and included herein in Part II. Some sub consultant and/or vendor costs shall be based on a specific rate of pay to the extent they are shown as such in the Consultant's cost proposal attached herein as Part II and approved in advance by CDOT.

3. Consultant payment to sub consultants and/or vendors shall also be made subject to the same regulations that are applicable to the consultant costs under this contract, specifically, Federal Acquisition Regulation, Part 31 (Title 48 Code of Federal Regulations, Part 31); but if no federal funds are used to pay this contract, the State's cost provisions contained in § 24-107-101 C.R.S. shall control to the extent of any conflict between such provisions and applicable provisions of the Federal Acquisition Regulations. Before using any outside services and/or vendor(s) on the project, the prime Consultant and/or any of the sub consultants shall obtain written approval from the CDOT project manager and the CDOT Agreements Unit. Any such outside services or vendors used by the prime Consultant or any of the sub consultants shall be selected through a competitive bid process consistent with that described in Title 49, Code of Federal Regulations, section 18.36 (d), and they shall be paid at actual reasonable invoice cost. The prime Consultant and/or sub consultants shall not be paid a surcharge on the cost of outside services and/or vendors.
- B. The fixed fee, which represents the Consultant's profit, shall be a fixed dollar amount, as agreed to by the State and the Consultant, and included in the Consultant's cost proposal for each Task Order issued under this contract. The fixed fee payment will be prorated and paid regularly in proportion to the work performed as reflected by the periodic invoices.
- C. The total compensation due the Consultant for the full performance of the work described in Exhibit A shall be the sum of the actual direct labor costs, the indirect costs, other direct costs, and sub consultant costs, as determined by final audit within three years of the final billing for consultant services, and a fixed fee. This total shall not exceed the estimated maximum cost without the benefit of a supplemental contract, or other appropriate contract modification tool, executed before the work or cost to be covered in such a supplement is performed or incurred.
- D. 1. The State shall retain approval authority over all reimbursable cost items incurred under this Contract. The Consultant shall remain within the Contract "not to exceed" amount set forth herein. In no event shall the Consultant's costs exceed the "not to exceed" amount of the Contract unless and until the State supplements this contract by a change in funding.
2. The Consultant shall remain within the estimated maximum cost set forth in each Task Order written under this Contract. During the progress of the work, the Consultant shall monitor the costs it incurs in the performance of each Task Order written under this Contract. If the consultant determines, based upon Consultant's monitoring of costs, that the work on a Task Order cannot be concluded within the estimated maximum cost for that Task Order, the Consultant shall immediately notify the State, in writing, of such determination and, after consultation with the State, shall cease work before the costs exceed the estimated maximum cost for that Task Order.
3. If the parties agree that additional cost items are necessary to complete the existing scope of work for that Task Order, without modification of that scope of work, the Consultant shall be paid for the reimbursable cost items necessary for such additional work; however, in the absence of a modification of that scope of work resulting in the addition of work items not previously included in that scope of work, the fixed fee for

that Task Order shall not be increased.

4. If, after consultation between the Consultant and the State, the parties agree to modify the scope of work for a Task Order to include additional work items not previously included in that scope of work, the Task Order shall be amended to include such additional work, and the Consultant shall be paid for the reimbursable cost items necessary for such additional work. Where the scope of work is modified to include additional work items not previously included in that scope of work, the fixed fee may be increased, by agreement of the parties, to cover the new work items.

5. In no event shall the Consultant's costs exceed the "not to exceed" amount of the a Task Order issued under this Contract until the State supplements such Task Order by a change in funding, a change in work program, or a combination of both.

E. Whenever applicable, where the State has agreed in the Contract to pay per diem rates to a consultant, such rates shall be limited to actual reasonable cost, and they shall not exceed the per diem rates and/or limitations allowed for State employees by the State Fiscal Rules.

F. All cost and revenue records of the consultant shall be available for inspection by authorized State and FHWA personnel during normal business hours at the offices of the Consultant and reasonable copies of such records shall be supplied by the Consultant at no cost to the State, upon request.

PROJECT COST WORKSHEET (COST PLUS FIXED FEE)

Project Number _____
 Location _____
 Firm name _____
 Name of Preparer _____ Phone no. _____
 Scope of Work Date _____

Type of Proposal : **COST PLUS FIXED FEE** Contract # _____ Task Order # _____

1A. LABOR RATES

| EMPLOYEE NAME | EMPLOYEE CLASSIFICATION | (a) DIRECT SALARY COST/HOUR | (b) INDIRECT COST (%) | (c) LABOR RATE \$/HOUR ax b |
|-------------------|----------------------------------|--------------------------------|--------------------------|--------------------------------|
| *Sample, Employee | Project Manager *SAMPLE ONLY* | \$.00 | % | \$0.00* |

Labor Rate (c) = a x b

NOTE: Items 1A, 3 and 4 (as applicable) are prepared to submit rates.
 Items 1B, 2, 3 and 4 (as applicable) are completed to compute a project cost.

1B. LABOR COSTS:

| EMPLOYEE NAME | EMPLOYEE CLASSIFICATION | LABOR RATE \$ / HOUR (From 1C) | ESTIMATED NUMBER OF WORK HOURS | ESTIMATED COST PER EMPLOYEE |
|---------------|-------------------------|--------------------------------|--------------------------------|-----------------------------|
|---------------|-------------------------|--------------------------------|--------------------------------|-----------------------------|

TOTAL LABOR

(* leave blank for non-project specific or non-task specific contract)

2. FEE (% X Section 1 B.)

FIXED FEE \$ _____

3A. OTHER DIRECT COST RATES (IN-HOUSE):

| ITEM | ESTIMATED UNITS | UNIT RATES | ESTIMATED COST |
|--------------------|-----------------|------------|----------------|
| Per diem | | \$ _____ | \$ _____ |
| Mileage | | \$ _____ | \$ _____ |
| Other | | \$ _____ | \$ _____ |

SUBTOTAL \$ _____(*)_____

(* leave blank for non-project specific or non-task specific contract)

3B. OTHER DIRECT COSTS (OUTSIDE) :

EXHIBIT I

| ITEM | ESTIMATED UNITS | UNIT RATES | ESTIMATED COST | |
|------------------------------|--------------------|---------------|-------------------|----------------|
| Per diem | | \$ _____ | \$ _____ | |
| Mileage | | \$ _____ | \$ _____ | |
| Other | | \$ _____ | \$ _____ | |
| | | | SUBTOTAL | \$____(*)_____ |
| SUBTOTAL (SUM OF 1B+2+3A+3B) | | | | |

() leave blank for non-project specific or non-task specific contract*

4A. OUTSIDE SERVICES RATES (SUBCONSULTANTS):

FIRM NAME ESTIMATED COST

Please have each sub-consultant fill out this form listing their employee's name, classifications, indirect rate, fee, multiplier, other direct cost (ODC), etc...

4B. OUTSIDE SERVICES (VENDORS):

FIRM NAME ESTIMATED COST

List all vendors to be used and attach their standard price list(s).

TOTAL OUTSIDE SERVICES \$ 0.00

**TOTAL ESTIMATED COST
(SUM OF 1B+2+3A+3B+ 4A+4B) \$0.00**

() leave blank for non-project specific or non-task specific contract*

I DECLARE THAT TO THE BEST OF MY KNOWLEDGE THE WAGE RATES AND OTHER FACTUAL UNIT RATES SUPPORTING THE COMPENSATION TO BE PAID BY THE DEPARTMENT FOR THE PROFESSIONAL SERVICES ON THIS DOCUMENT ARE ACCURATE, COMPLETE AND CURRENT AT THE TIME OF CONTRACTING, AND INCLUDE NO UNALLOWABLE OR DUPLICATE COSTS. _____

(TYPED NAME)

(SIGNATURE)

(DATE SIGNED)

**PROJECT COST WORKSHEET (COST PLUS FIXED FEE)
(Firms with No Established Indirect Cost %)**

Project Number _____
 Location _____
 Firm name _____
 Name of Preparer _____ Phone no. _____
 Scope of Work Date _____

Type of Proposal : **COST PLUS FIXED FEE** Contract # _____ Task Order # _____

1A. LABOR RATES

| | (a) | (b) | (c) | (d) | |
|------------------|----------------------------|----------------------------|---------------|----------------------|-----------------------------|
| EMPLOYEE NAME | EMPLOYEE CLASSIFICATION | DIRECT SALARY COST/HOUR | Adjusted Rate | INDIRECT COST (%) | LABOR RATE \$/HOUR (b=d) |
| *Sample Employee | Project Manager | \$0.00 | \$0.00 | NA | \$0.00* |

(b) Adjusted Rate \$0.00 / hr divided by Fee

Labor Rate (c) (a) = (c)

NOTE: **Items 1A, 3 and 4 (as applicable) are prepared to submit rates.**
 Items 1B, 2, 3 and 4 (as applicable) are completed to compute a project cost.

1B. LABOR COSTS:

| EMPLOYEE NAME | EMPLOYEE CLASSIFICATION | LABOR RATE \$/ HOUR (From 1d) | ESTIMATED NUMBER OF WORK HOURS | ESTIMATED COST PER EMPLOYEE |
|------------------|----------------------------|-------------------------------------|-----------------------------------|--------------------------------|
|------------------|----------------------------|-------------------------------------|-----------------------------------|--------------------------------|

TOTAL LABOR

(*) leave blank for non-project specific or non-task specific contract

2. FEE (Section 1 B.)

FIXED FEE \$0.00

3A. OTHER DIRECT COST RATES (IN-HOUSE):

| ITEM | ESTIMATED UNITS | UNIT RATES | ESTIMATED COST |
|--------------------|--------------------|---------------|-------------------|
| Per diem | | \$ _____ | \$ _____ |
| Mileage | | \$ _____ | \$ _____ |
| Other | | \$ _____ | \$ _____ |
| | | SUBTOTAL | \$ _____(*)_____ |

(*) leave blank for non-project specific or non-task specific contract

3B. OTHER DIRECT COSTS (OUTSIDE) :

| ITEM | ESTIMATED UNITS | UNIT RATES | ESTIMATED COST |
|--------------------|-----------------|------------|--------------------|
| Per diem | | \$ _____ | \$ _____ |
| Mileage | | \$ _____ | \$ _____ |
| Other | | \$ _____ | \$ _____ |
| | | SUBTOTAL | \$ _____ (*) _____ |

SUBTOTAL (SUM OF 1B+2+3A+3B) \$0.00

(*) leave blank for non-project specific or non-task specific contract

4A. OUTSIDE SERVICES RATES (SUBCONSULTANTS):

FIRM NAME ESTIMATED COST

Please have each sub-consultant fill out this form listing their employee's name, classifications, indirect rate, fee, multiplier, other direct cost (ODC), etc...

4B. OUTSIDE SERVICES (VENDORS):

FIRM NAME ESTIMATED COST

List all vendors to be used and attach their standard price list(s).

TOTAL OUTSIDE SERVICES

TOTAL ESTIMATED COST (SUM OF 1B+2+3A+3B+ 4A+4B)

(*) leave blank for non-project specific or non-task specific contract

I DECLARE THAT TO THE BEST OF MY KNOWLEDGE THE WAGE RATES AND OTHER FACTUAL UNIT RATES SUPPORTING THE COMPENSATION TO BE PAID BY THE DEPARTMENT FOR THE PROFESSIONAL SERVICES ON THIS DOCUMENT ARE ACCURATE, COMPLETE AND CURRENT AT THE TIME OF CONTRACTING, AND INCLUDE NO UNALLOWABLE OR DUPLICATE COSTS. _____

(TYPED NAME)

(SIGNATURE)

(DATE SIGNED)

EXHIBIT J

CDOT/FEDERAL REQUIREMENTS FOR

DISADVANTAGED BUSINESS ENTERPRISE

DEFINITIONS AND REQUIREMENTS

1. Definitions and Procedures - For this project, the following terms are defined:

A. Disadvantaged Business Enterprise (DBE). A small business concern that is certified as being:

1. At least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and

2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

3. "Socially and Economically Disadvantaged individuals" means those individuals who are citizens or lawfully admitted permanent residents of the United States and who are:

(a) Minorities or individuals found by the Small Business Administration pursuant to Section 8(a) of the Small Business Act to be disadvantaged.

(b) Individuals found by CDOT's Office of Certification to be socially and economically disadvantaged.

B. DBE Joint Venture. An association of two or more businesses formed to carry out a single business enterprise for profit for which purposes they combine their property, capital, efforts, skills and knowledge. DBE joint ventures must be certified as a joint venture. The DBE percentage of the joint venture will be determined at the time of certification.

C. Underutilized DBE (UDBE). A firm which meets the definition of Underutilized Disadvantaged Business Enterprise (UDBE) based on the findings and recommendations of CDOT's Disparity Study and is eligible to meet the contract goal as defined in the paragraph titled "Contract Goal."

D. Contract Goal. The goal for UDBE participation that the Department determines should appropriately be met by the selected consultant, based on the type of work included in each project and the availability of UDBEs capable of performing such work. The Contract goal will be the percentage stated in the invitation for consultant services and in the project documents.

E. Certification as a DBE by the Department

1. Any small business may apply to the Colorado Department of Transportation (CDOT) for status as a DBE. Application shall be made on forms provided by CDOT for certification of DBEs. However, only work contracted or subcontracted to DBEs that also qualify as UDBEs and independently performed by UDBEs shall be considered toward contract goals as established elsewhere in these specifications.

2. It shall be the DBE applicant's responsibility to submit applications so that CDOT has sufficient time to render decisions. CDOT will review applications in a timely manner but is not committed to render decisions about a firm's DBE status within any given period of time.

3. The Department will make available a list of DBE contractors, consultants, vendors and suppliers for the purpose of providing a reference source to assist any consultant in identifying DBEs and UDBEs. Consultants will be solely responsible for verifying the Certification of UDBEs they intend to use prior to submitting a Statement of Interest (SOI.) The DBE list is available at:

http://www.dot.state.co.us/app_ucp/

2. Selection of UDBEs by Consultant:

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

3. Requirements

A. The use of UDBEs is an evaluation factor for consultant selection under Section 24-30-1403 (2) CRS. All Consultants shall submit with their proposals a list of the names of their UDBE sub consultants to meet the contract goal.

B. If the Consultant proposes to voluntarily use any non-UDBEs on the project, the Consultant shall also submit the names of those DBEs. However, the non-UDBEs will not be used to meet the UDBE goal for the project.

C. Evaluation points will be awarded for UDBE participation during the Statement of Interest (SOI) scoring. A maximum of 5 evaluation points will be awarded for UDBE participation during the SOI scoring. If the consultant doesn't submit sufficient UDBE participation to meet the project goal, they may be awarded from 0 to 4 points, based on the amount of UDBE participation they submit. The consultant must submit all UDBE participation commitments on either CDOT Form #1330 (for NPS Contracts) or CDOT Form #1331 (for PS Contracts) with their SOI in order to receive the corresponding evaluation points.

D. The selected consultant must use the UDBE firms named (if any) on CDOT Form #1330 or #1331 in the Statement of Interest for the items of work described. The replacement of a named UDBE firm will be allowed only as provided for in (6) of the DBE Definitions and Requirements. Failure to comply may constitute grounds for default and termination of the Contract.

E. Consultant's UDBE Obligation.

1. The Consultant submitting a Statement of Interest and a Work Plan on consultant projects advertised by the Department agrees to ensure that UDBEs, as defined in this special provision, have equal opportunity to participate in the performance of contracts or subcontracts. The prime Consultant shall not discriminate on the basis of race, color, national origin, or sex in the selection and bidding process or the performance of contracts.
2. To ensure that UDBEs are offered equal opportunity to participate in the performance of contracts, it is the responsibility of the prime Consultant to offer and to provide assistance to UDBEs related to the UDBE performance of the subcontract. However, the UDBE must independently perform a commercially useful function on the project, as described in F(4) below.

F. Counting UDBE Participation Toward Goals

1. Once a firm has been certified as a DBE that qualifies as a UDBE, the total dollar amount of the contract awarded to the firm shall be counted toward the contract goal as explained below, and as modified for the project in the project special provisions titled "Contract Goal."
2. The actual dollar total of a proposed subcontract, supply or service contract with any UDBE firm shall be reported to the Department in the Consultant's Cost Proposal.
3. The eligibility of a proposed UDBE subconsultant will be finally established based on the firm's status at the time the contract is signed. If a firm becomes certified as a DBE during performance under a fully executed contract with CDOT but prior to the UDBE performing any work, then 100% of the work performed by the firm under that contract may be claimed as eligible work. No work performed by a UDBE firm can be counted toward UDBE participation prior to the firm receiving certification as a DBE.
4. The Consultant may count toward its contract goal only that percentage of expenditures to UDBEs which independently perform a commercially useful function in the work of a contract. A UDBE is considered to be performing a commercially useful function by actually performing, managing, and supervising the work involved. To determine whether a UDBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, work performed solely by the UDBE, industry practices, and other relevant factors.
5. A UDBE may enter into subcontracts consistent with normal industry practices. If a UDBE subcontracts over 51% of the work of the Contract the UDBE shall be presumed not to be performing a commercially useful function. The UDBE may present evidence to rebut this presumption to the Department.
6. The Consultant may count toward its contract goal the percentage of expenditures for materials and supplies obtained from UDBE suppliers (regular dealers) and manufacturers specifically for use on the project, provided that the UDBEs assume the actual and contractual responsibility for and actually provide the materials and supplies.

a. The Consultant may count 100 percent of its expenditures to an UDBE manufacturer if the purchased items are to be used on the project. A UDBE manufacturer is a certified firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Consultant.

b. The Consultant may count 60 percent of its expenditures to UDBE suppliers that are not manufacturers, provided that the UDBE supplier performs a commercially useful function in the supply process. A supplier is a certified firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the Contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a supplier the firm must engage in, as its principal business and in its own name, the purchase and sale of the products in question. A supplier in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as manufacturers or suppliers within the meaning of this section.

c. The Consultant may count toward its UDBE goal the following expenditures to UDBE firms that are not manufacturers or suppliers:

1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the Contract, provided that the fee or commission is determined by the Department to be reasonable and not excessive as compared with fees customarily allowed for similar services.

2. The fees charged for delivery of materials and supplies required to a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a supplier of the materials and supplies, provided that the fee is determined by the Department to be reasonable and not excessive as compared with fees customarily allowed for similar services.

3. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the Contract, provided that the fee or commission is determined by the Department to be reasonable and not excessive as compared with fees customarily allowed for similar services.

4. Determination of goal achievement

To determine the goals achieved under this Contract, the UDBE participation shall be divided by the original prime Contract amount and multiplied by 100 to determine the percentage of performance. The Consultant shall maintain records of payment that show amounts paid to all UDBEs and DBEs. The Consultant shall submit a CDOT Form #1313 with each billing/invoice to the Department listing all subconsultants (including UDBEs and other DBEs) that participated in this Contract and the dollar amount paid to each. The Consultant shall certify the amount paid, which may be audited by the Department. When the participation by UDBEs is less than the Consultant committed to the Department, the Consultant shall submit a statement to CDOT along with the CDOT

Form #1313 that indicates the amount of participation and gives reasons why it was different from the Consultant's SOI commitment.

5. Replacement of UDBEs used to meet the contract goal

A. Based upon a showing of good cause the Consultant may request that a UDBE named in the Consultant's Statement of Interest be replaced with another UDBE pursuant to the terms and conditions of this special provision. Replacements will be allowed only with prior written approval of the Department.

B. If a replacement is to be requested prior to the time that the named UDBE has begun to effectively prosecute the work under a fully executed subcontract, the Consultant shall furnish to the Department the following:

1. Written permission of the named UDBE. Written permission may be waived only if such permission cannot be obtained for reasons beyond the control of the Consultant.
2. A full written disclosure of the circumstances making it impossible for the Consultant to comply with the condition of award.
3. Documentation of the Consultant's assistance to the UDBE named in the Consultant's Statement of Interest.
4. Copies of any pertinent correspondence and documented verbal communications between the Consultant and the named UDBE.
5. Documentation of the Good Faith Efforts in finding a replacement UDBE and the results of the efforts. It is within the control of the Consultant to locate, prior to award, UDBEs that offer reasonable prices and that could reasonably be expected to perform the work. For this reason, increased cost shall not, by itself, be considered sufficient reason for not providing an in-kind replacement.

C. In the event a UDBE begins to prosecute the work and is unable to satisfactorily complete performance of the work, the Consultant shall furnish to the Department the following:

1. Documentation that the subject UDBE did not perform in a satisfactory manner.
2. Documentation of the Consultant's assistance to the UDBE prior to finding the UDBE in default.
3. A copy of the certified letter finding the UDBE to be in default or a letter from the UDBE stating that it cannot complete the work and it is turning the work back to the Consultant.
4. Copy of the contract between the Consultant and the UDBE, plus any modifications thereto.

6. Sanctions

A. It is the obligation of the Consultant to provide UDBE firms with equal opportunity to participate in the performance of the work.

B. It is the responsibility of UDBE firms to perform their work in a responsible manner fully consistent with the intent of the DBE program, and in substantial compliance with the terms and conditions of these DBE definitions and requirements.

C. UDBE firms which fail to perform a commercially useful function as described in subsection 4(E) of these DBE definitions and requirements or operate in a manner which is not consistent with the intent of the DBE program may be subject to revocation of certification.

D. A finding by the Department that the Consultant has failed to comply with the terms and conditions of these DBE definitions and requirements may constitute sufficient grounds for default and termination of the Contract.

Exhibit K
CDOT/Federal Requirements for contracts using Federal Funding

As per section VIII., A., II., 2., f), of your contract with CDOT: the local agency shall ensure that its consultant contract complies with the requirement of 49 CFR 18.36(i) and contains the required provisions, as well as the following language which shall be included verbatim:

- 1) “The design work under this contract shall be compatible with the requirements of a separate contract between the Local Agency and the State (which is incorporated herein by this reference) for the design/construction of the project. The State is an intended third party beneficiary of this contract for that purpose.”

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

- 3) “The consultant shall review the construction contractor’s shop drawings for conformance with the contract documents and compliance with the provisions of the State’s publication, “Standard Specifications for Road and Bridge Construction”, in connection with this work.”

ADDENDUM A: FEDERAL REQUIREMENTS

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

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

- I. The Hatch Act (5 USC 1501-1508) and Public Law 95-454 Section 4728. These statutes state that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally-assisted programs.
- J. 42 USC 6101 et seq., 42 USC 2000d, 29 USC 794, and implementing regulation, 45 C.F.R. Part 80 et seq.. These acts require that no person shall, on the grounds of race, color, national origin, age, or handicap, be excluded from participation in or be subjected to discrimination in any program or activity funded, in whole or part, by federal funds;
- K. The Americans with Disabilities Act (Public Law 101-336; 42 USC 12101, 12102, 12111-12117, 12131-12134, 12141-12150, 12161-12165, 12181-12189, 12201-12213 47 USC 225 and 47 USC 611.
- L. The Uniform Relocation Assistance and Real Property Acquisition Policies Act, as amended (Public Law 91-646, as amended and Public Law 100-17, 101 Stat. 246-256). (If the contractor is acquiring real property and displacing households or businesses in the performance of this contract.)
- M. The Drug-Free Workplace Act (Public Law 100-690 Title V, subtitle D, 41 USC 701 et seq.).
- N. The Age Discrimination Act of 1975, 42 U.S.C. Sections 6101 et seq. and its implementing regulation, 45 C.F.R. Part 91;
Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, and implementing regulation 45 C.F.R. Part 84.
- O. 23 C.F.R. Part 172, concerning "Administration of Engineering and Design Related Contracts".
P.23 C.F.R Part 633, concerning "Required Contract Provisions for Federal-Aid Construction Contracts".
- Q. 23 C.F.R. Part 635, concerning "Construction and Maintenance Provisions".
- R. Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973. The requirements for which are shown in the Nondiscrimination Provisions, which are attached hereto and made a part hereof.

Nondiscrimination Provisions:

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

- A. Compliance with Regulations. The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.
- B. Nondiscrimination. The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, sex, mental or physical handicap or national origin in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix C of the Regulations.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, mental or physical handicap or national origin.
- D. Information and Reports. The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State, or the FHWA as appropriate and shall set forth what efforts have been made to obtain the information.
- E. Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the State shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - 1. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or;
 - 2. Cancellation, termination or suspension of the contract, in whole or in part.
- F. Incorporation of Provisions. The Contractor will include the provisions of paragraphs A through F in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interest of the State and in addition, the Contractor may request the FHWA to enter into such litigation to protect the interests of the United States.

Certification for Federal-Aid Contracts

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

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

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

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