VDOT

Virginia Department of Transportation

REQUEST FOR PROPOSALS

A DESIGN-BUILD PROJECT

Route 29 Bridge over Little Rocky Run

From: 0.2 MILE EAST OF PICKWICK ROAD
To: UNION MILL ROAD

Fairfax County, Virginia

State Project No.: 0029-029-128, PE-101, RW-201, C-501, B-608

Federal Project No.: BR-5401(896)

Contract ID Number: C00077322DB52

DATE: July 10, 2012

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PART 1

INSTRUCTIONS FOR OFFERORS

1.0 INTRODUCTION

The Virginia Department of Transportation (VDOT) submits this Request for Proposals (RFP) to solicit design-build Proposals (Proposals) from those entities (Offerors) interested in contracting to serve as the Design-Builder for the Route 29 Bridge over Little Rocky Run in Fairfax County, Virginia (Project). The purpose of this RFP is to determine which Offeror (the "Successful Offeror") will be awarded the Design-Build contract (Design-Build Contract) for the Project.

The Project priorities are:

- Cost - provide the best price for the scope of work identified in this RFP

1.1 Procurement Overview

VDOT will use a single-phase selection process on the Project. In accordance with the requirements of this RFP, interested Offerors will submit a Proposal consisting of a Letter of Submittal, Attachments to the Letter of Submittal, and Price Proposal consistent with Section 4.0. Additionally, the Offeror with the lowest bid will submit the Post Notice of Intent to Award Submittals consistent with Section 4.4. Upon completion of the responsiveness review of the Letters of Submittals, Attachments to the Letter of Submittals, Price Proposals, and Post Notice of Intent to Award Submittals, the Offeror who submitted the lowest bid will be recommended to the Chief Engineer for an award of a fixed price Design-Build Contract by the Commonwealth Transportation Board (CTB).

An Offeror's Proposal must meet all requirements established by this RFP. Requirements of this RFP generally will use the words "shall", "will", or "must" (or equivalent terms) to identify a required item that must be submitted with an Offeror's Proposal. Failure to meet an RFP requirement may render an Offeror's Proposal non-responsive.

The award of a contract to the Offeror who submitted the lowest price, whose Proposal is responsive and whose Price Proposal is within VDOT's budget for design and construction services will be made in accordance with Part 1, Section 8.0 of this RFP.

2.0 BACKGROUND INFORMATION

2.1 Project Description

The Project is located in Fairfax County, Virginia, along Route 29 (Lee Highway) between Pickwick Road and Union Mill Road. The purpose of this Project is to replace the structurally

deficient bridge on Route 29 over Little Rocky Run with a 6-lane bridge and approaches. Pedestrian access will be provided on the proposed bridge with a shared use path on the south side of the bridge and a sidewalk on the north side.

The Project includes, among other things the Design and Construction of : (a) the Route 29 Bridge over Little Rocky Run, including parapets, fixed object attachments and guardrail, (b) widening and reconstruction of Route 29, (c) pedestrian facilities, (d) right of way acquisition, (e) drainage, (f) signing and pavement marking, (g) storm water management, (h) Traffic Management Plan, (i) erosion and sediment control, and (j) utility relocations within the Project limits. Refer to Part 2 of the RFP (Technical Requirements) for the scope of work, technical information and requirements.

2.2 Legislative Authority

§33.1-12(2)(b) of the Code of Virginia authorizes VDOT and the Commonwealth Transportation Board ("CTB") to develop and award contracts using the Design-Build contracting method. In accordance with the law, VDOT completed the Finding of Public Interest ("FOPI") dated June 29, 2012. The FOPI is available for inspection upon request.

2.3 Budget

VDOT's current estimated contract value for this Project is approximately $8,700,000.

2.4 Procurement Schedule and Project Milestones

2.4.1 VDOT currently anticipates conducting the procurement of the Project in accordance with the following list of milestones leading to award of the Design-Build Contract. This schedule is subject to revision and VDOT reserves the right to modify this schedule as it finds necessary, in its sole discretion.

.1	Advertise RFP	07/10/12
.2	Pre-Proposal Meeting w/ Offerors	07/19/12 (10:00AM prevailing local time)
.3	Utility Meeting w/ Offerors	07/19/12 (11:00AM prevailing local time)
.4	RFP Questions Due to VDOT	08/01/12 (4:00PM prevailing local time)
.5	VDOT responses to Questions or Clarifications	08/15/12
.6	Letter of Submittal & Price Proposal Due	08/30/12 (4:00PM prevailing local time)
.7	Open Letters of Submittal & Price Proposals	09/05/12
.8	Notice of Intent to Award	09/10/12
.9	Post Notice of Intent to Award Submittals Due	09/14/12
.12	CTB Approval/ Notice to Award	10/17/12
.13	Design-Build Contract Execution	11/14/12
.14	Notice to Proceed	11/15/12

.15	Substantial Completion	05/27/15
.16	Final Completion	05/27/15

2.4.2 VDOT has established the following milestones for contract completion dates for the Project, and Offerors shall base their proposals on such milestones.

.1 Substantial and Final Completion shall be no later than the date(s) set forth in Part 1, Section 2.4.1.

.2 If an Offeror proposes Substantial and Final Completion date(s) earlier than those shown in Section 2.4.1 above, then such proposed date(s) will be deemed by VDOT as the contractual completion date(s) for the Design-Build Contract for all purposes, including liquidated damages.

2.5 VDOT's Point of Contact and Project Reference

VDOT's sole point of contact (POC) for matters related to the RFP shall be [***PM-APD***]. VDOT's POC is the only individual authorized to discuss this RFP with any interested parties, including Offerors. All communications with VDOT's POC about the Project or this RFP shall be in writing, as required by applicable provisions of this RFP.

Name:	Ian Millikan, P.E.
Address:	Virginia Department of Transportation 1221 East Broad Street Main Building, 4th Floor Richmond, VA 23219
Mailing Address:	1401 East Broad Street Richmond, VA 23219
Phone:	(804) 786-6929
Fax:	(804) 786-7221
E-Mail:	Ian.Millikan@vdot.virginia.gov

VDOT disclaims the accuracy of information derived from any source other than VDOT's POC, and the use of any such information is at the sole risk of the Offeror.

All written communications to VDOT from Offerors shall specifically reference the correspondence as being associated with "Route 29 Bridge over Little Rocky Run, Project No. 0029-029-128".

2.6 The RFP Information Package

An RFP Information Package is available for interested Offerors on CD or DVD ROM for $50.00. Interested Offerors should complete the RFP Information Package Order Form included as Attachment 2.6. The instructions for submittal and payment are included on the form.

The contents of the RFP Information Package are listed in Part 2 of the RFP.

2.7 RFP Documents

2.7.1 The documents included in this RFP (collectively the RFP Documents) consist of the following parts and any addenda, as well as any attachments and exhibits contained or identified in such sections:

PART 1 – REQUEST FOR PROPOSALS, INSTRUCTIONS FOR OFFERORS
PART 2 – PROJECT TECHNICAL INFORMATION AND REQUIREMENTS INCLUDING RFP INFORMATION PACKAGE (CD-ROM)
PART 3 – LUMP SUM DESIGN-BUILD AGREEMENT
EXHIBIT 1 TO PART 3 – PROJECT SPECIFIC TERMS
PART 4 – GENERAL CONDITIONS
PART 5 – DIVISION I AMENDMENTS TO STANDARD SPECIFICATIONS

VDOT has developed standard template Part 3, 4 and 5 (May 2010) documents. These documents have been compiled into a standard package available for download at the following location:

http://www.virginiadot.org/business/design-build.asp

2.7.2 Each Offeror shall review the proposed RFP Documents and provide questions or requests for clarification, including but not limited to terms that it considers to be ambiguous or to which it takes exception. Such questions or requests for clarification will be submitted to VDOT's POC within the time specified in Part 1, Section 2.4.1 of this RFP. VDOT will review all questions and/ or requests for clarification received and, if it deems appropriate, in its sole discretion, may modify the RFP Documents through an Addendum. Offerors shall base their Proposals on the terms and conditions of the RFP Documents included in the latest issued Addendum.

2.7.3 Addenda to the RFP Documents, if any, will be posted on the VDOT Project website. Hard copies of the RFP Documents and Addenda on file will be available upon request. If there is any conflict between the electronic format and hard copy of any RFP Documents or Addenda, the hard copy on file shall control.

2.8 Deviations from the RFP Documents

If an Offeror would like to deviate from any requirement of an RFP Document, it shall notify VDOT in writing of such proposed deviations at or prior to the proprietary meetings described in Part 1, Section 3.5. VDOT has the sole discretion as to the acceptability of any such proposed deviations. If VDOT's review of the proposed deviation leads it to believe that the proposed deviation will meet the intent of project scope, it will issue an Addendum as appropriate, subject to the provisions of Part 1, Section 2.9. No deviations from the requirements of the RFP Documents will be valid unless they are submitted by the Offeror in writing as aforementioned and set forth in an Addendum prior to receipt of the Offeror's Technical Proposal.

2.9 Obligation to Meet All of the Requirements of the RFP Documents

If awarded the Design-Build Contract, the Design-Builder will be obligated to meet all of the requirements of the RFP Documents for the Contract Price and within the Contract Time(s). Offerors are on notice that VDOT's review of Technical Proposals, as well as its issuance of any Addendum relative to a proposed deviation under Part 1, Section 2.8, shall not be construed as relieving the Design-Builder of this obligation. Offerors are on further notice that VDOT will review, comment and/or approve the Design-Builder's final design after the award of the Design-Build Contract, in accordance with Part 4, Article 2.

3.0 GENERAL PROCEDURES AND REQUIREMENTS

Part 1, Section 3.0 provides general information, procedures and requirements related to the pre-submittal period to be followed by all Offerors.

3.1 Offeror's Pre-Submittal Responsibilities and Representations

3.1.1 Each Offeror shall be solely responsible for examining the RFP Documents, including any Addenda issued to such documents, and any and all conditions which may in any way affect its Proposal or the performance of the work on the Project, including but not limited to:

.1 Examining and carefully studying the RFP Documents, including any Addenda and other information or data identified in the RFP Documents;

.2 Visiting the Project Site and becoming familiar with and satisfying itself as to the general, local, and Site conditions that may affect the cost, progress, or performance of its work on the Project;

.3 Addressing all potential impacts with affected utility owners and third parties and ensuring all such impacts have been included in the Offeror's Proposal;

.4 Becoming familiar with and satisfying itself as to all federal, state, and local laws and regulations that may affect the cost, progress, or performance of its work on the Project;

.5 Determining that the RFP Documents are sufficient to indicate and convey understanding of all terms and conditions for the performance of Offeror's work on the Project; and

.6 Notifying VDOT in writing, in accordance with the process set forth in Part 1, Section 7.0, of all conflicts, errors, ambiguities, or discrepancies that the Offeror discovers in the RFP Documents.

Any failure to fulfill these responsibilities is at the Offeror's sole risk, and no relief will be provided by VDOT.

3.2 Pre-Proposal Meeting

VDOT will hold a Pre-Proposal meeting of potential Offerors on the date and time set forth in Section 2.4.1 at the VDOT NOVA District Office in the Potomac Conference Center (1st Floor), located at 4975 Alliance Drive, Fairfax, VA 22030.

3.3 Utility Meeting

VDOT will hold a Utility Meeting of potential Offerors on the date and time set for in Section 2.4.1 at the VDOT NOVA District Office in the Potomac Conference Center (1st Floor), located at 4975 Alliance Drive, Fairfax, VA 22030.

3.4 Acknowledgment of Receipt of RFP, Revisions and Addenda

Offeror shall provide VDOT the Acknowledgement of Receipt of RFP, Revisions, and/or Addenda (Form C-78-RFP), set forth as Attachment 3.4, signed by the Offeror's Point of Contact or Principal Officer, with submission of the Proposal, which will serve as acknowledgement that Offeror has received this RFP.

4.0 CONTENTS OF PROPOSALS

Part 1, Section 4.0 describes specific information that must be included in the Letter of Submittal, Attachments to the Letter of Submittal, Price Proposal, and Post Notice of Intent to Award Submittal. The format for the presentation of such information is described in Part 1, Section 6.0.

4.0.1 Offerors will submit a two part Proposal:

.1 The Letter of Submittal will consist of all information required under Part 1, Section 4.1 and Section 4.2 and will be submitted in a sealed package by the date and time set forth in Part 1, Section 2.4.1, and separate from that submitted for the Price Proposal. Offerors shall complete the Letter of Submittal Checklist, Attachment 4.0.1.1, and include it with their Letter of Submittal. The purpose of

the Letter of Submittal checklist is to aid the Offeror in ensuring all submittal requirements have been included in the Offeror's Letter of Submittal and to provide a page reference indicating the location in the Letter of Submittal of each submittal requirement. It shall also include an original signed copy of Acknowledgement of Receipt of RFP, Revisions and/ or Addenda (Form C-78-RFP), Attachment 3.4.

.2 The Price Proposal will consist of the information required by Part 1, Section 4.3, and will be submitted in a sealed package by the date and time set forth in Part 1, Section 2.4.1, and separate from that submitted for the Letter of Submittal. Offerors shall complete the Price Proposal Checklist, Attachment 4.0.1.2, and include it with their Price Proposal. The purpose of the Price Proposal Checklist is to aid the Offeror in ensuring all submittal requirements have been included in the submittal.

4.0.2 Offerors shall be aware that VDOT reserves the right to conduct an independent investigation of any information, including prior experience, identified in a Proposal by contacting project references, accessing public information, contacting independent parties, or any other means. VDOT also reserves the right to request additional information from an Offeror during the evaluation of that Offeror's Proposal.

4.0.3 If an Offeror has concerns about information included in its Proposal that may be deemed confidential or proprietary, the Offeror shall adhere to the requirements set forth by Part 1, Section 11.1.2.

4.1 Letter of Submittal

4.1.1 The Letter of Submittal shall be on the Offeror's letterhead and identify the full legal name and address of the Offeror. The Offeror is defined as the legal entity who will execute the Contract with VDOT. The Letter of Submittal shall be signed by an authorized representative of Offeror's organization. All signatures shall be original and signed in ink.

4.1.2 Declare Offeror's intent, if selected, to enter into a contract with VDOT for the Project in accordance with the terms of this RFP.

4.1.3 Pursuant to Part 1, Section 8.2, declare that the offer represented by the Price Proposal will remain in full force and effect for one hundred twenty (120) days after the date the Proposal is submitted to VDOT ("Letter of Submittal & Price Proposal Due Date").

4.1.4 Identify the name, title, address, phone and fax numbers, and e-mail address of an individual who will serve as the Point Of Contact for the Offeror.

4.1.5 Identify the name, address and telephone number of the individual who will serve as the Principal Officer for the Offeror. (e.g., President, Treasurer, Chairperson of the Board of Directors, etc.).

4.1.5 Identify whether the Offeror will be structured as a corporation, limited liability company, general partnership, joint venture, limited partnership or other form of organization. Identify the team members who will undertake financial responsibility for the Project and describe any liability limitations. If the Offeror is a limited liability company, partnership or joint venture, describe the bonding approach that will be used and the members of such organizations who will have joint and several liability for the performance of the work required for the Project. A single 100% performance bond and a single 100% payment bond shall be provided regardless of any co-surety relationship.

4.1.6 Identify the full legal name of both the Lead Contractor and the Lead Designer for this Project. The Lead Contractor is defined as the Offeror that will serve as the prime/ general contractor responsible for overall construction of the Project and will serve as the legal entity who will execute the Contract with VDOT. The Lead Designer is defined as the prime design consulting firm responsible for the overall design of this Project.

4.1.7 State the Offeror's VDOT prequalification number and current VDOT prequalification status (active, inactive, etc.) in the Letter of Submittal. An 8.5" x 11" copy of the Offeror's VDOT prequalification certificate or evidence indicating Offeror is currently prequalified will be provided in the Attachments to the Letter of Submittal. The Offeror must be in good standing and prequalified to bid on the Project as outlined in VDOT's Rules Governing Prequalification Privileges at the time of the Letter of Submittal & Price Proposal Due Date.

4.1.8 Provide a written statement within the Letter of Submittal that the Offeror is committed to achieving a fifteen percent (15%) DBE participation goal for the entire value of the contract.

4.1.9 Provide Substantial Completion and Final Completion Dates. The proposed dates herein shall be no later than the date(s) set forth in Section 2.4.1. The earlier Substantial and Final Completion date(s) will be deemed by VDOT as the contractual completion date(s) for the Design-Build Contract for all purposes, including liquidated damages in accordance with Section 2.4.2.

4.2 Attachments to the Letter of Submittal

4.2.1 Provide the full legal name and address of all affiliated and/or subsidiary companies of the Offeror on Attachment 4.2.1. Indicate which companies are affiliates and which companies are subsidiaries. An affiliate shall be considered as any business entity which is closely associated to another business entity so that one entity controls or has power to control the other entity either directly or indirectly; or, when a third party has the power to control or controls both; or where one business entity has been so closely allied with another business entity through an established course of dealings, including but not limited to the lending of financial wherewithal, engaging in joint ventures, etc. as to cause a public perception that the two firms are one entity. Firms which are owned by a holding company or a third party, but otherwise meet the above conditions and do not have interlocking directorships or joint officers serving, are not considered to be affiliates.

If the Offeror does not have any affiliated and/or subsidiary companies, other than the Offeror's legal business entity, indicate this on Attachment 4.2.1.

The Offeror shall not submit more than one Statement of Qualifications for this Project. If more than one Statement of Qualifications is submitted by an individual, partnership, Corporation, or any party of a Joint Venture, then all Statement of Qualifications submitted by that individual, partnership, Corporation or Joint Venture shall be disqualified. If more than one Statement of Qualifications is submitted by an affiliate or subsidiary company of an individual, partnership, Corporation or any party of a Joint Venture, then all Statement of Qualifications submitted by that individual, partnership, Corporation or Joint Venture shall be disqualified.

4.2.2 Execute and return the attached Certification Regarding Debarment Form(s) Primary Covered Transactions, set forth as Attachment 4.2.2(a) and Certification Regarding Debarment Form(s) Lower Tier Covered Transactions, set forth as Attachment 4.2.2(b) for the Offeror and any subconsultant, subcontractor, or any other person or entity on the Offeror's organizational chart included in the Statement of Qualification.

If the Offeror and any subconsultant, subcontractor, or any other person or entity are unable to execute the certification, then prospective participant shall attach an explanation to its Certification Regarding Debarment Form. Failure to execute the certification will not necessarily result in denial of award, but will be considered in determining the Offeror's responsibility. Providing false information may result in federal criminal prosecution or administrative sanctions.

4.2.3 Provide an 8.5" x 11" copy of the Offeror's VDOT prequalification certificate or evidence indicating Offeror is currently prequalified as outlined in Section III H in VDOT's Rules Governing Prequalification Privileges shall be satisfied.

4.2.4 Include a letter from a surety or insurance company (with a Best's Financial Strength Rating of A minus and Financial Size Category VIII or better by A.M. Best Co.) stating that the Offeror is capable of obtaining a performance and payment bond based on the current estimated contract value referenced in Section 2.3, which bonds will cover the Project and any warranty periods. The letter of surety shall clearly state the rating categorization noted above and reference the estimated contract value as identified in Section 2.3, in a manner similar to the notation provided below:

"*As surety for [the above named Contractor], [XYZ Company] with A.M. Best Financial Strength Rating [rating] and Financial Size Category [Size Category] is capable of obtaining 100% Performance Bond and 100% Labor and Materials Payment Bond in the amount of the anticipated cost of construction, and said bonds will cover the Project and any warranty periods as provided for in the Contract Documents on behalf of the Contractor, in the event that such firm be the successful bidder and enter into a contract for this Project.*"

4.2.5 All business entities on the Offeror's proposed team must comply with the law with regard to their organizational structure, any required registration with governmental agencies and/or

entities, and any required governmental licensure, whether business, commercial, individual, or professional in nature, and nothing herein is intended to contradict, nor to supersede, State and Federal laws and regulations regarding the same. All business entities on the Offeror's proposed team shall be eligible at the time of their Proposal, under the law and relevant regulations, to offer and to provide any services proposed or related to the Project. All business entities on the Offeror's proposed team shall satisfy all commercial and professional registration requirements, including, but not limited to those requirements of the Virginia State Corporation Commission (SCC) and the Virginia Department of Professional and Occupational Regulations (DPOR). Full size copies of DPOR licenses and SCC registrations, or evidence indicating the same, should be included in the appendix of the SOQ. Additionally, the following information should be provided on Attachment 4.2.5:

.1 The SCC registration information for each business entity on the Offeror's proposed team. Provide the name, registration number, type of corporation and status.

.2 For this Project, the DPOR registration information for each office practicing or offering to practice any professional services in Virginia. Provide the business name, address, registration type, registration number and expiration date.

Failure to comply with the law with regard to those legal requirements in Virginia (whether federal or state) regarding your organizational structure, any required registration with governmental agencies and/or entities, and any required governmental licensure, whether business, individual, or professional in nature may render your Proposal, in the sole and reasonable discretion of the Department, non-responsive and in that event your Proposal may be returned without any consideration or evaluation.

4.2.6 Complete the Work History Forms for both the Lead Contractor and Lead Designer.

Identify on the Lead Contractor Work History Form (Attachment 4.2.6(a)) three (3) projects that have completed construction in the last fifteen (15) years and were constructed by the Lead Contractor for this Project as identified in Section 4.1.6. Relevant experience to be identified on the Lead Contractor Work History Form shall include:

1. At least two (2) major bridge structures construction projects with a minimum construction value of $5,000,000 for the bridge work.
2. At least one (1) bridge structures construction project requiring in-stream construction.

If work identified on the Lead Contractor Work History Form was performed by an affiliated or subsidiary company of the Lead Contractor, explain the justification for utilizing an affiliated or subsidiary company to satisfy the relevant project experience on this Project and the control the Lead Contractor will exercise over the affiliated or subsidiary company on this Project. Additionally, identify the full legal name of the affiliated or subsidiary company, describe their role on this Project, indicate their responsibilities on the organizational chart and discuss how the Lead Contractor will be responsible for the work performed by the affiliated or subsidiary company on this Project. For all projects on the Lead Contractor Work History Form, identify the

prime design consultant responsible for the overall project design of the projects listed on the Lead Contractor Work History Form.

Identify on the Lead Designer Work History Form (Attachment 4.2.6(b)) three (3) projects that have completed construction within the last fifteen (15) years and were designed by the Lead Designer for this Project identified in Section 4.1.6. Relevant experience to be identified on the Lead Designer Work History Form shall include:

1. At least two (2) major bridge structures design projects with a minimum construction value of $5,000,000 for the bridge work.
2. At least one (1) bridge structures design project requiring in-stream construction.

For all projects on the Lead Designer Work History Form, identify the prime/ general contractor responsible for overall construction of the projects listed on the Lead Designer Work History Form.

4.3 Price Proposal

The information and attachments provided in Part 1, Section 4.3 shall be submitted on the due date and time set forth in Part 1, Section 2.4.1. If the sealed Price Proposal is not submitted on the above specified date and time, then the Offeror shall be deemed non-responsive and will be disqualified from participating in the design-build procurement for this Project. Offerors shall complete the Price Proposal Checklist, Attachment 4.0.1.2, and include it with their Price Proposal. The purpose of the Price Proposal Checklist is to aid the Offeror in ensuring all submittal requirements have been included in the submittal. Additionally, the Offeror shall:

4.3.1 Specify, on the form set forth in Attachment 4.3.1, the Proposal Price, in both numbers and words. Offerors are advised that the prices set forth above shall be considered full compensation to Offeror for all design and construction of this Project, to include: labor, material, equipment, permits, taxes, overhead, profit and any other expenses of any kind applicable to the work to be undertaken by Offeror associated with such work, including but not limited to any escalation, extended site overhead, acceleration of schedule, and/or shift of construction sequencing.

4.3.2 Provide the required information set forth in Part 3, Section 6.3, Adjustments to Asphalt, Fuel and Steel Prices.

4.3.3 Provide the Proposal Guaranty required by Section 102.07 of Division I Amendments of the VDOT Road and Bridge Specifications. A copy of the Proposal Guaranty Form C-24 may be found at http://vdotforms.vdot.virginia.gov/ . **If the Price Proposal Guaranty is not submitted with the Price Proposal, then the Offeror shall be deemed non-responsive and will be disqualified from participating in the Design-Build procurement for this Project.**

4.3.4 Provide the Sworn Statement Forms (C-104, C-105), as set forth in Attachments 4.3.4(a) and 4.3.4(b) respectively.

4.3.5 For those DBE's whom Offeror intends to use as a subcontractor, provide the Minimum DBE Requirements Form (C-111; Attachment 4.3.5(a)), and/or DBE Good Faith Effort Documentation Form (C-49; Attachment 4.3.5(b)), if applicable (including Good Faith Effort supporting documentation), and Certification of Binding Agreement Form (C-112; Attachment 4.3.5(c)).

4.4 Post Notice of Intent to Award Submittals

Within five (5) calendar days of Notice of Intent to Award, or the Post Notice of Intent Submittal due date and time specified in Section 2.4.1, whichever is later, the Successful Offeror shall deliver to VDOT documents required by this Section for its review and approval. VDOT may seek clarifications on any such documents. If VDOT disapproves any such submittal, VDOT may, in its sole discretion, disqualify the Successful Offeror.

4.4.1 Furnish an organizational chart showing the "chain of command" of all companies, including individuals responsible for pertinent disciplines, proposed on the Offeror's team. Identify major functions to be performed and their reporting relationships in managing, designing and constructing the Project and as required in Section 4.2.6. The organizational chart should show a clear separation and independence between the Quality Control (QC) and Quality Assurance (QA) programs for construction activities. This includes separation between QA and QC inspection and field/ laboratory testing in accordance with the Minimum Requirements for Quality Assurance and Quality Control on Design Build and P3 Projects, January 2012. Additionally, furnish a narrative describing the functional relationships and communication among participants, including design and construction team interaction throughout the Project.

4.4.2 Provide the identity of and information about the following Key Personnel listed below. This information is to be provided on the Key Personnel Resume Form attached hereto as Attachment 4.4.2.

.1 **Design-Build Project Manager** – This individual should be responsible for the overall Project design, right-of-way acquisition, construction, quality management and contract administration for the Project.

.2 **Quality Assurance Manager (QAM)** – This individual shall be from an independent firm that has no involvement in construction operations for the Project, and shall be responsible for the quality assurance (QA) inspection and testing of all materials used and work performed on the Project, to include monitoring of the contractor's quality control (QC) program. The QAM will ensure that all work and materials, testing, and sampling are performed in conformance with the contract requirements and the "approved for construction" plans and specifications. This individual shall be a registered, licensed, Professional Engineer in the Commonwealth of Virginia.

.3 **Design Manager** – This individual shall be responsible for coordinating the individual design disciplines and ensuring the overall Project design is in conformance with the Contract Documents. The Design Manager shall be responsible for establishing and overseeing a QA/QC program for all pertinent disciplines involved in the design of the Project, including, review of design, working plans, shop drawings, specifications, and constructability of the Project. This individual shall be a registered, licensed, Professional Engineer in the Commonwealth of Virginia.

.4 **Construction Manager** – This individual, who will be required to be on the Project site for the duration of construction operations, shall be responsible for managing the construction process to include all Quality Control (QC) activities to ensure the materials used and work performed meet contract requirements and the "approved for construction" plans and specifications. This individual shall hold a Virginia Department of Conservation and Recreation (DCR) Responsible Land Disturber (RLD) Certification and a VDOT Erosion and Sediment Control Contractor Certification (ESCCC) or a statement shall be included indicating this individual will hold these certifications prior to the commencement of construction.

.5 **Lead Structural Engineer** – This individual shall serve as the lead structural engineer for the Project, responsible for structural design of the bridges and retaining walls. The Lead Structural Engineer shall be available to review designs and to verify and modify designs, if necessary, based on field conditions and construction activities related to dismantling and removing portions of existing structures, installing foundation structures, handling and erecting bridge girders, and making superstructure and substructure repairs. This individual shall report directly to the Design Manager and shall be a registered, licensed, Professional Engineer in the Commonwealth of Virginia.

4.4.3 In accordance with the requirements set forth in Section 4.2.5, the following information should be provided on Attachment 4.4.3:

.1 For this Project, the DPOR license information for each Key Personnel practicing or offering to practice professional services in Virginia. Provide the name, the address, type, the registration number, expiration date and the office location where each Key Personnel member is offering to practice professional services in Virginia.

.2 For this Project, the DPOR license information for those services not regulated by the Board for Architects, Professional Engineers, Land Surveyors, Certified Interior Designers, and Landscape Architects (i.e. real estate appraisal). Provide the name, address, type, the registration number, and the expiration date of the individual offering services in Virginia.

4.4.4 Identify and submit a DBE subcontracting narrative indicating how the DBE participation goal of fifteen percent (15%) will be met for the entire value of the contract.

4.4.5 Provide a Proposal Schedule for the entire Project. The Proposal Schedule should include:

.1 A detailed work plan depicting the overall sequence of the full scope of Work on the Project. The detailed work plan should include a Work Breakdown Structure (WBS), activity durations, Critical Path (based on the longest path), milestones, Scope Validation Period, permitting and right-of-way acquisition activities, utility relocations, design and construction, Additionally, the detailed work plan should depict reviews by VDOT, FHWA and other regulatory agencies and provide sufficient float for these Owner-resourced activities to minimize risk of VDOT delay.

.2 A narrative description of the Proposal Schedule that describes the Offeror's plan to execute the Work including a description and explanation of the Critical Path and significant assumptions relative to productivity and critical activities.

In addition to hard copy, the Offeror shall provide the Proposal Schedule's source document in electronic format, e.g. .xls, etc., on a CD-ROM. Offerors are to note that in addition to the Proposal Schedule, the Design-Builder will develop and submit a Baseline Schedule in accordance with Part 3, Section 11.1.2. The Design-Builder will update the Proposal Schedule monthly until the Baseline Schedule is approved by VDOT.

4.4.6 Provide a schedule of values for the Price Proposal. This schedule of values shall identify the material quantities and costs of each proposed work package, using the WBS established in the Proposal Schedule submitted through Part 1, Section 4.4.5. The material quantities and costs listed for each proposed work package shall, to the extent possible, correspond to VDOT's list of standard and non-standard pay items. Any items considered for price adjustments shall be identified. The value associated with each work task shall be inclusive of all direct and indirect costs, overhead, profit and any other expenses of any kind. The values and quantities shall be clearly supported by the escrowed pricing documents.

4.4.7 Submit, for the Price Proposal, a proposed monthly payment schedule showing the anticipated schedule on which funds will be required and the associated dollar value for the work.

4.4.8 Provide the Escrow Proposal Documents in accordance with Section 11.7

5.0 PROPOSAL EVALUATION AND RESPONSIVENESS REVIEW

5.0.1 VDOT will open and read the Price Proposals publicly on the date and time set forth in Part 1, Section 2.4.1.

5.0.2 After opening the Price Proposals, VDOT will determine if the Proposal of the Offeror with the lowest Proposal Price for the Project is responsive.

5.0.3 If VDOT considers the Proposal of the Offeror with the lowest Proposal Price to be non-responsive, then VDOT will determine if the Proposal of the Offeror with the next lowest Proposal Price is responsive.

6.0 PROPOSAL SUBMITTAL REQUIREMENTS

Part 1, Section 6.0 describes the requirements that all Offerors must satisfy in submitting Proposals. Failure of any Offeror to submit its Proposal in accordance with this RFP may result in rejection of its Proposal.

6.1 Due Date, Time and Location

6.1.1 All Proposals must be received by the Due Date and time set forth in Part 1, Section 2.4.1. All submissions, including hand-delivered packages, US Postal Service regular mail, US Postal Service express mail, or private delivery service (FEDEX, UPS, courier etc.) must be delivered to the following individual at the following address:

Commonwealth of Virginia
Department of Transportation (VDOT)
Central Office Mail Center
Loading Dock Entrance
1401 E. Broad Street
Richmond, Virginia 23219
Attention: Brenda L. Williams

Neither fax nor email submissions will be accepted. Offerors are responsible for effecting delivery by the deadline above, and late submissions will be rejected without opening, consideration, or evaluation, and will be returned unopened to the sender. VDOT accepts no responsibility for misdirected or lost Proposals.

6.2 Format

The Proposal format is prescribed below. If VDOT determines that a Proposal does not comply with or satisfy requirements of this Section, VDOT may find such Proposal to be non-responsive and may be disqualified from participating in the design-build procurement for this Project.

6.2.1 Two (2) separate sealed parcels, one (1) containing the Letter of Submittal and Attachments to the Letter of Submittal and one (1) containing the Price Proposal shall be submitted by the due date and time set forth in Part 1, Section 2.4.1. Parcels shall be clearly marked to identify the Project and the Offeror, and to identify the contents as the Letter of Submittal and Attachments or Price Proposal as applicable.

6.2.2 Each Offeror shall deliver one (1) copy of the Letter of Submittal and Attachments to the Letter of Submittal, which must bear original signatures, and one (1) CD-ROM or DVD-ROM containing the entire Letter of Submittal and Attachments to the Letter of Submittal in a single cohesive Adobe PDF file.

The Letter of Submittal and Attachments to the Letter of Submittal shall be securely bound and contained in a single volume with an identity on its front cover. **Three ring binders are not permissible.**

The Letter of Submittal and Attachments to the Letter of Submittal shall be:

- Typed on one (1) side only.
- Separated by numbered tabs with sections corresponding to the order set forth in Part 1, Section 4.0, except for that required by Part 1, Section 4.3 and 4.4.

Except for charts, schedules, exhibits, and other illustrative and graphical information, all information shall be prepared on 8.5" x 11" white paper. Charts, schedules, exhibits, and other illustrative and graphical information may be on 11" x 17" paper, but must be folded to 8.5" x 11".

All printing, except for the front cover of the Letter of Submittal and any appendices, should be Times New Roman, with a font of 12-point. (Times New Roman 10 point font may be used for filling out information on charts, tables and/ or exhibits).

The format and appearance of the Key Personnel Resume Form and the Work History Forms should not be modified. The Key Personnel Resume Forms shall not exceed two (2) pages for each Key Personnel. The Work History Forms shall not exceed one (1) page per project for each the Lead Contractor and the Lead Designer.

6.2.3 Each Offeror shall deliver one (1) paper copy of the Price Proposal, which must bear original signatures on the Price Proposal Form, and one (1) CD-ROM containing the entire Price Proposal in a single cohesive Adobe PDF file.

The Price Proposal shall be securely bound and contained in a single volume. **Three ring binders are not permissible.** Additionally, the Price Proposal shall be typed on one (1) side only and separated by numbered tabs with sections corresponding to the order set forth in Part 1, Section 4.3.

6.2.4 The Successful Offeror shall deliver one (1) paper copy of the Post Notice of Intent to Award Submittals, and one (1) CD-ROM containing the entire Price Proposal in a single cohesive Adobe PDF file.

The Post Notice of Intent to Award Submittals shall be securely bound and contained in a single volume. **Three ring binders are not permissible.** Additionally, **t**he Post Notice of Intent to Award Submittals shall be typed on one (1) side only and separated by numbered tabs with sections corresponding to the order set forth in Part 1, Section 4.4.

Except for charts, schedules, exhibits, and other illustrative and graphical information, all information shall be prepared on 8.5" x 11" white paper. Charts, schedules, exhibits, and other illustrative and graphical information may be on 11" x 17" paper, but must be folded to 8.5" x 11".

All printing, except for the front cover of the Post Notice of Intent to Award Submittal and any appendices, should be Times New Roman, with a font of 12-point. (Times New Roman 10 point font may be used for filling out information on charts, tables and/ or exhibits).

7.0 QUESTIONS AND CLARIFICATIONS

7.0.1 All questions and requests for clarification regarding this RFP shall be submitted to VDOT's POC in writing in electronic format (submission by email is acceptable). All questions and requests for clarification shall be submitted in Microsoft Office Word format. No requests for additional information, clarification or any other communication should be directed to any other individual. **NO ORAL REQUESTS FOR INFORMATION WILL BE ACCEPTED.**

7.0.2 All questions or requests for clarification must be submitted by the due date and time set forth in Section 2.4.1. Questions or clarifications requested after such time will not be answered, unless VDOT elects, in its sole discretion, to do so.

7.0.3 VDOT's responses to questions or requests for clarification shall be in writing and may be accomplished by an Addendum to this RFP. VDOT will not be bound by any oral communications, or written interpretations or clarifications that are not set forth in an Addendum.

7.0.4 VDOT, in its sole discretion, shall have the right to seek clarifications from any Offeror to fully understand information contained in the Proposal.

8.0 AWARD OF CONTRACT, PROPOSAL VALIDITY AND CONTRACT EXECUTION

VDOT has determined that the Negotiation and Award of Contract will be made in the following manner:

8.1 Negotiations and Award of Contract

8.1.1 VDOT will review the Proposal submitted by the Offeror with the lowest Proposal Price. If the Proposal is responsive and the Proposal Price is within VDOT's budget for design and construction services, then VDOT will issue a Notice of Intent to Award to the Successful Offeror.

8.1.2 Pursuant to 23 CFR 636.513, VDOT may conduct limited negotiations with the Successful Offeror to clarify any remaining issues regarding scope, schedule, financing or any other information provided by the Successful Offeror.

8.1.3 Pursuant to 23 CFR 636.404, if the Proposal Price submitted by the Offeror with the lowest Proposal Price is not within VDOT's budget for design and construction services, VDOT may establish a competitive range among the Offerors who have submitted a responsive Proposal.

8.1.4 Pursuant to 23 CFR 636.402, 636.404, and 636.406, prior to VDOT establishing a competitive range, VDOT may hold communications with only those Offerors whose exclusion from or inclusion in, the competitive range is uncertain. Communications will (a) enhance VDOT's understanding of Proposals; or (b) allow reasonable interpretation of the Proposal.

8.1.5 Pursuant to 23 CFR 636.404, after VDOT establishes the competitive range, VDOT will notify any Offeror whose Proposal is no longer considered to be included in the competitive range.

8.1.6 Pursuant to 23 CFR 636.506, 636.507, and 636.508, VDOT will hold discussions with all Offerors in the competitive range. Offerors are advised that VDOT may, in its reasonable discretion, determine that only one Offeror is in the competitive range.

8.1.7 Pursuant to 23 CFR 636.510, VDOT may determine to further narrow the competitive range once discussions have begun. At which point, VDOT will notify any Offeror whose Proposal is no longer considered in the competitive range.

8.1.8 Pursuant to 23 CFR 636.509, at the conclusion of discussions, VDOT, will request all Offeror(s) in the competitive range to submit a final Proposal revision, also called Best and Final Offer ("BAFO"). Thus, regardless of the length or number of discussions, there will be only one request for a revised Proposal (*i.e.*, only one BAFO).

8.1.9 Pursuant to 23 CFR 636.512, VDOT will review the final Proposals in accordance with the review and selection criteria and complete a final ranking of the Offerors in the competitive range, and then VDOT will issue a Notice of Intent to Award to the Successful Offeror.

8.1.10 Pursuant to 23 CFR 636.513, VDOT may conduct limited negotiations with the Successful Offeror to clarify any remaining issues regarding scope, schedule, financing or any other information provided by the Successful Offeror.

8.2 Proposal Validity

8.2.1 The offer represented by the Proposal will remain in full force and effect for one hundred twenty (120) days after the Letter of Submittal/Price Proposal Due Date set forth in Section 2.4.1. If Award of Contract has not been made by the CTB within one hundred twenty (120) days after the Letter of Submittal &Price Proposal Due Date, each Offeror that has not previously agreed to an extension of such deadline shall have the right to withdraw its Proposal.

8.3 Submittals after Notice of Intent to Award

8.3.1 Within three (3) days of Notice of Intent to Award, or the date specified in Section 2.6.1, whichever is later, the Successful Offeror shall deliver to VDOT all of the information required by Section 4.5 above.

8.3.2 Within fifteen (15) days of Notice of Intent to Award, the Successful Offeror shall deliver to VDOT all pertinent documents in accordance with Section 103 of the Division I Amendments to the Standard Specifications.

8.3.3 Failure to comply with submittal requirements provided in Sections 8.3.1 and 8.3.2 above may result in disqualification of the Offeror by VDOT in its sole and reasonable discretion.

8.4 Contract Execution and Notice to Proceed

8.4.1 Upon Award of Contract, VDOT will deliver an executed copy of the Design-Build Contract to the Successful Offeror, who shall execute and deliver such copy to VDOT within seven (7) days of receipt.

8.4.2 VDOT reserves the right to issue Notice to Proceed within fifteen (15) days after execution of the Design-Build Contract.

9.0 RIGHTS AND OBLIGATIONS OF VDOT

9.1 Reservation of Rights

9.1.1 In connection with this procurement, VDOT reserves to itself all rights (which rights shall be exercisable by VDOT in its sole discretion) available to it under applicable law, including without limitation, the following, with or without cause and with or without notice:

.1 The right to cancel, withdraw, postpone or extend this RFP in whole or in part at any time prior to the execution by VDOT of the Design-Build Contract, without incurring any obligations or liabilities.

.2 The right to issue a new RFP.

.3 The right to reject any and all submittals, responses and Proposals received at any time.

.4 The right to modify all dates set or projected in this RFP.

.5 The right to suspend and terminate the procurement process for the Project, at any time.

.6 The right to waive or permit corrections to data submitted with any response to this RFP until such time as VDOT declares in writing that a particular stage or phase of its review of the responses to this RFP has been completed and closed.

.7 The right to issue addenda, supplements, and modifications to this RFP.

.8 The right to permit submittal of Addenda and supplements to data previously provided with any response to this RFP until such time as VDOT declares in writing that a particular stage or phase of its review of the responses to this RFP has been completed and closed.

.9 The right to hold meetings and conduct discussions and correspondence with one or more of the Offerors responding to this RFP to seek an improved understanding of the responses to this RFP.

.10 The right to seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to the RFP, including the right to seek clarifications from Offerors.

.11 The right to permit Offerors to add or delete firms and/or key personnel until such time as VDOT declares in writing that a particular stage or phase of its review has been completed and closed.

.12 The right to add or delete Offeror responsibilities from the information contained in this RFP.

.13 The right to waive deficiencies, informalities and irregularities in a Proposal, accept and review a non-conforming Proposal or seek clarifications or supplements to a Proposal.

.14 The right to disqualify any Offeror that changes its submittal without VDOT approval.

.15 The right to change the method of award at any time prior to submission of the Proposals.

.16 The right to respond to all, some, or none of the inquiries, questions and/or request for clarifications received relative to the RFP.

.17 The right to negotiate the allocation of prices identified for specific portions of the work depicted within a Price Proposal.

.18 The right to disqualify and/or cease negotiations with an Offeror if VDOT, in its sole discretion, determines that the Offeror's Post Notice of Intent to Award

Submittals are not acceptable or its Price Proposal contains unbalanced pricing among the specific portions of work identified therein.

9.2 No Assumption of Liability

9.2.1 VDOT assumes no obligations, responsibilities, and liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to and/or responding to this RFP. All of such costs shall be borne solely by each Offeror and its team members.

9.2.2 In no event shall VDOT be bound by, or liable for, any obligations with respect to the Project until such time (if at all) a contract, in form and substance satisfactory to VDOT, has been executed and authorized by VDOT and, then, only to the extent set forth therein.

10.0 PROTESTS

This Section simply summarizes protest remedies available with respect to the provisions of the Code of Virginia that are relevant to protests of awards or decisions to award Design-Build Contracts by VDOT. This section does not purport to be a complete statement of those provisions and is qualified in its entirety by reference to the actual provisions themselves.

In accordance with §2.2-4360, of the *Code of Virginia*, if an unsuccessful Offeror wishes to protest the award or decision to award a contract, such Offeror must submit a protest in writing to VDOT's POC no later than ten (10) calendar days after the award or the announcement posting the decision to award, whichever occurs first. The written protest shall include the basis for the protest and the relief sought. No protest shall lie for a claim that the selected Offeror is not a responsible bidder.

Public notice of the award or the announcement of the decision to award shall be given by the public body in the manner prescribed in the terms or conditions of the Invitation to Bid or Request for Proposal. However, if the protest of any Offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction that are subject to inspection under § 2.2-4342, of the *Code of Virginia*, then the time within which the protest must be submitted shall expire ten (10) calendar days after those records are available for inspection by such Offeror under § 2.2-4342, of the *Code of Virginia*.

VDOT shall issue a decision in writing within ten (10) calendar days of the receipt of any protest stating the reasons for the action taken. This decision shall be final unless the Offeror appeals within ten (10) calendar days of receipt of the written decision, by instituting legal action in accordance with § 2.2-4364, of the *Code of Virginia.*

Pursuant to § 2.2-4362, of the *Code of Virginia*, an award need not be delayed for the period allowed a bidder or Offeror to protest, but in the event of a timely protest, no further action to award the Contract will be taken unless there is a written determination by the Commissioner, or

his designee, that proceeding without delay is necessary to protect the public interest or unless the Design-Build Proposal would expire. Further, pursuant to §2,2-4361, of the *Code of Virginia*, pending a final determination of a protest or appeal, the validity of the contract awarded and accepted in good faith shall not be affected by the fact that a protest or appeal has been filed.

11.0 MISCELLANEOUS

11.1 Virginia Freedom of Information Act

11.1.1 All Proposals submitted to VDOT become the property of VDOT and are subject to the disclosure requirements of Section 2.2-4342 of the Virginia Public Procurement Act and the Virginia Freedom of Information Act ("FOIA") (Section 2.2—3700 et seq.). Offerors are advised to familiarize themselves with the provisions of each Act referenced herein to ensure that documents identified as confidential will not be subject to disclosure under FOIA. In no event shall the Commonwealth, the Commissioner of Highways, or VDOT be liable to an Offeror for the disclosure of all or a portion of a Proposal submitted pursuant to this request.

11.1.2 If a responding Offeror has special concerns about information which it desires to make available to VDOT but which it believes constitutes a trade secret, proprietary information, or other confidential information exempted from disclosure, such responding Offeror should specifically and conspicuously designate that information as such in its Proposal and state in writing why protection of that information is needed. The Offeror should make a written request to the Alternate Project Delivery Office. The written request shall:

.1 Invoke such exemption upon the submission of the materials for which protection is sought.

.2 Identify the specific data or other materials for which the protection is sought.

.3 State the reasons why the protection is necessary.

.4 Indicate that a similar process with the appropriate officials of the affected local jurisdictions is or will be conducted. Failure to take such precautions prior to submission of a Proposal may subject confidential information to disclosure under the Virginia FOIA.

11.1.3 Blanket designations that do not identify the specific information shall not be acceptable and may be cause for VDOT to treat the entire Proposal as public information. Nothing contained in this provision shall modify or amend requirements and obligations imposed on VDOT by applicable law, and the applicable law(s) shall control in the event of a conflict between the procedures described above and any applicable law(s).

11.1.4 In the event VDOT receives a request for public disclosure of all or any portion of a Proposal identified as confidential, VDOT will attempt to notify the Offeror of the request,

providing an opportunity for such Offeror to assert, in writing, claimed exemptions under the FOIA or other Commonwealth law. VDOT will come to its own determination whether or not the requested materials are exempt from disclosure. In the event VDOT elects to disclose the requested materials, it will provide the Offeror advance notice of its intent to disclose.

11.1.5 Because of the confidential nature of the negotiation process associated with this Project, and to preserve the propriety of each Offeror's Proposal, it is VDOT's intention, subject to applicable law, not to consider a request for disclosure until after VDOT's issuance of a Notice of Intent to Award. Offerors are on notice that once a Design-Build Contract is executed, some or all of the information submitted in the Proposal may lose its protection under the applicable laws of the Commonwealth.

11.2 Conflict of Interest

11.2.1 Each Offeror shall require its proposed team members to identify potential conflicts of interest of a real or perceived competitive advantage relative to this procurement. Offerors are notified that prior or existing contractual obligations between a company and a federal or state agency relative to the Project or VDOT's design build program may present a conflict of interest or a competitive advantage. If a potential conflict of interest or competitive advantage is identified, the Offeror shall submit in writing the pertinent information to VDOT's POC.

VDOT, in its sole discretion, will make a determination relative to potential organizational conflicts of interest or a real or perceived competitive advantage, and its ability to mitigate such a conflict. An organization determined to have a conflict of interest or competitive advantage relative to this procurement that cannot be mitigated, shall not be allowed to participate as a Design-Build team member for the Project. Failure to abide by VDOT's determination in this matter may result in a Proposal being declared non-responsive.

11.2.2 Conflicts of interest and a real or perceived competitive advantage are described in state and federal law, and, for example, may include, but are not limited to the following situations:

1. An organization or individual hired by VDOT to provide assistance in development of instructions to Offerors or evaluation criteria for the Project.

2. An organization or individual hired by VDOT to provide assistance in development of instructions to Offerors or evaluation criteria as part of the programmatic guidance or procurement documents for VDOT's Design-Build program, and as a result has a unique competitive advantage relative to the Project.

3. An organization or individual with a present or former contract with VDOT to prepare planning, environmental, engineering, or technical work product for the Project, and has a potential competitive advantage because such work product is not available to all potential Offerors in a timely manner prior to the procurement process.

4. An organization or individual with a present contract with VDOT to provide assistance in Design-Build contract administration for the Project.

11.2.3 VDOT reserves the right, in its sole discretion, to make determinations relative to potential conflicts of interest on a Project specific basis.

11.2.4 VDOT may, in its sole discretion, determine that a conflict of interest or a real or perceived competitive advantage may be mitigated by disclosing all or a portion of the work product produced by the organization or individual subject to review under this section. If documents have been designated as proprietary by Virginia law, the Offeror will be given the opportunity to waive this protection from disclosure. If Offeror elects not to disclose, Offeror may be declared non-responsive.

11.2.5 The firms listed below will not be allowed to participate as a Design-Build team member due to a conflict of interest:

- Whitman, Requardt & Associates, LLP
  - NXL, Inc.
- So-Deep, Inc.

11.3 Ethics in Public Contracting Act

VDOT may, in its sole discretion, disqualify the Offeror from further consideration for the award of the Design-Build Contract if it is found after due notice and examination by VDOT that there is a violation of the Ethics in Public Contracting Act, § 2.2-4367 of the *Code of Virginia*, or any similar statute involving the Offeror in the procurement of the contract.

11.4 Requirement to Keep Team Intact

The team proposed by Offeror, including but not limited to the Offeror's organizational structure, the lead contractor, the lead designer, Key Personnel, and other individuals identified pursuant to Part 1, Section 4.4.2, shall remain on Offeror's team for the duration of the procurement process and, if the Offeror is awarded the Design-Build Contract, the duration of the Design-Build Contract. If extraordinary circumstances require a proposed change, it must be submitted in writing to VDOT's POC, who, at his sole discretion, will determine whether to authorize a change. Unauthorized changes to the Offeror's team at any time during the procurement process may result in the elimination of the Offeror from further consideration.

11.5 Disadvantaged Business Enterprises

11.5.1 It is the policy of VDOT that Disadvantaged Business Enterprises ("DBEs"), as defined in 49 CFR Part 26, shall have every opportunity to participate in the performance of construction/consultant contracts. The DBE contract goal for this procurement is identified in Part

1, Section 4.1.8. Offerors are encouraged to take all necessary and reasonable steps to ensure that DBEs have every opportunity to compete for and perform services on contracts, including participation in any subsequent supplemental contracts. If a portion of the work on the Project is to be subcontracted out, Offerors must seek out and consider DBEs as potential subcontractors. DBEs must be contacted to solicit their interest, capability and qualifications. Any agreement between an Offeror and a DBE whereby the DBE promises not to provide services to any other Offeror or other contractors/consultants is prohibited.

11.5.2 If a DBE is not certified, the DBE must become certified with the Virginia Department of Minority Business Enterprises (VDMBE) prior to the Proposal Due Date. If the DBE is a prime, the firm will receive full credit for the planned involvement of their own workforce, as well as the work they commit to be performed by DBE subcontractors. DBE primes are encouraged to make the same outreach. DBE credit will be awarded only for work actually performed by DBEs themselves. When a DBE prime or subcontractor subcontracts work to another firm, the work counts toward the DBE goals only if the other firm itself is a DBE. A DBE must perform or exercise responsibility for at least 30% of the total cost of its contract with its own workforce.

11.5.3 DBE certification entitles a firm to participate in VDOT's DBE Program. However, it does not guarantee that the firm will obtain VDOT work nor does it attest to the firm's abilities to perform any particular type of work.

11.5.4 This Project has federal funding. In accordance with the Governor's Executive Order No. 33, VDOT requires utilization of Small, Women and Minority (SWaM) Businesses to participate in the performance of state funded projects. VDOT also encourages the utilization of SWaM Firms to participate in the performance of federally funded projects. A list of the DMBE certified SWaM firms is maintained on the DMBE web site (http://www.dmbe.state.va.us/) under the SWaM Vendor Directory link. Offerors are encouraged to take all necessary and reasonable steps to ensure that SWaM firms have the maximum opportunity to compete for and perform services in the Design-Build contract. If the Offeror intends to subcontract a portion of the services on the Project, the Offeror is encouraged to seek out and consider SWaM firms as potential subconsultants. The Offeror is encouraged to contact SWaM firms to solicit their interest, capability and qualifications. Any agreement between an Offeror and a SWaM firm whereby the SWaM firm promises not to provide services to other Offerors is prohibited.

11.5.5 When preparing bids for projects with DBE goals, VDOT encourages prospective bidders to seek the assistance of the following offices:

Virginia Department of Minority Business Enterprises
1111 East Main Street, Suite 300
Richmond, VA 23219
Phone: (804) 786-6585
http://www.dmbe.virginia.gov/

Metropolitan Washington Airports Authority

Equal Opportunity Programs Department
1 Aviation Circle
Washington, DC 20001
Phone: (703) 417-8625
www.metwashairports.com

Contractors are also encouraged to seek help from the VDOT Districts Equal Employment Opportunity (EEO) Offices, Central Office Civil Rights Office and the VDOT Business Opportunity and Workforce Development (BOWD) Center as listed below:

VDOT Central Office
1221 East Broad Street
Richmond, VA 23219
(804) 786-2085

Bristol District
870 Bonham Drive
Bristol, VA 24203
(276) 669-9907

Culpeper District
1601 Orange Road
Culpeper, VA 22701
(540) 829-7523

Fredericksburg District
87 Deacon Road
Fredericksburg, VA 22405
(540) 899-4562

Hampton Roads District
1700 N. Main Street
Suffolk, VA 23434
(757) 925-2519

BOWD
1602 Rolling Hills Drive
Suite 110
Richmond, VA 23229
Phone: (804) 662-9555

Lynchburg District
4219 Campbell Avenue
Lynchburg, VA 24506
(434) 856-8168

Northern Virginia District
4975 Alliance Drive
Fairfax, VA 22030
(703) 259-1775

Richmond District
2430 Pineforest Drive
Colonial Heights, VA 23834
(804) 524-6091

Salem District
731 Harrison Avenue
Salem, VA 24153
(540) 387-5453

Staunton District
811 Commerce Road
Staunton, VA 24401
(540) 332-7888

The following informational websites may also be of assistance:

www.virginiadot.org/business/bu_bizDev.asp

www.virginiadot.org/business/bu-civil-rights-home.asp

11.6 Trainee and Apprenticeship Participation

11.6.1 VDOT will require trainee and apprenticeship participation for this Project. The on-the-job trainee goal for this Project is three (3) individuals.

11.7 Escrowed Proposal Documents

11.7.1 Scope

Pursuant to Part 1, Section 11.7.5.1 below, the Successful Offeror shall submit to the individual set forth in Part 1, Section 6.1.1 above, on the Post Notice of Intent Submittal Due Date, one copy of all documentary information generated in preparation of its Proposal. This material is hereinafter referred to as Escrow Proposal Documents (EPDs). The EPDs will be held in a secure location at the VDOT Central Office until immediately prior to award of the Project. The EPDs of the Successful Offeror will be transferred to and then held in escrow at the banking institution specified in this Section 11.7.6.

An Escrow Proposal Documents Submission Checklist has been provided for reference in Attachment 11.7.1

11.7.2 Ownership

.1 The EPDs are, and shall always remain, the property of the Successful Offeror, subject to joint review by VDOT and the Successful Offeror, as provided herein.

.2 VDOT stipulates and expressly acknowledges that the EPDs constitute trade secrets. This acknowledgement is based on VDOT's express understanding that the information contained in the EPDs is not known outside Successful Offeror's business, is known only to a limited extent and only by a limited number of employees of the Successful Offeror, is safeguarded while in Successful Offeror's possession, is extremely valuable to Successful Offeror and could be extremely valuable to Successful Offeror's competitors by virtue of its reflecting Successful Offeror's contemplated techniques of design and construction. VDOT further acknowledges that Successful Offeror expended substantial sums of money in developing the information included in the EPDs and further acknowledges that it would be difficult for a competitor to replicate the information contained therein. VDOT further acknowledges that the EPDs and the information contained therein are made available to VDOT only because such action is an express prerequisite to Award of Contract. VDOT further acknowledges that the EPDs include a compilation of the information used in Successful Offeror's business,

intended to give Successful Offeror an opportunity to obtain an advantage over competitors who do not know of or use the contents of the documentation.

11.7.3 Purpose

EPDs may be used to assist in the negotiation of price adjustments and change orders and in the settlement of disputes and claims.

11.7.4 Format and Contents

.1 Successful Offerors may submit EPDs in their usual cost estimating format provided that all information is clearly presented and ascertainable. It is not the intention of this Section 11.7 to cause the Successful Offeror extra work during the preparation of the Proposal, but to ensure that the EPDs will be adequate to enable complete understanding and proper interpretation for their intended use. The EPDs shall be submitted in the language (i.e., English) of the Specifications.

.2 It is required that the EPDs clearly itemize the estimated costs of performing the work of each item contained in Successful Offeror’s schedule of values. Cost items shall be separated into sub-items as required to present a detailed cost estimate and allow a detailed cost review. The EPDs shall include: estimates for costs of the design professionals and consultants itemized by discipline both for development of the design, all quantity take-offs, crew size and shifts, equipment, calculations of rates of production and progress, copies of quotes from subcontractors and suppliers, and memoranda, narratives, drawings and sketches showing site or work area layouts and equipment, add/deduct sheets, geotechnical reviews and consultant reports, and all other information used by the Successful Offeror to arrive at the prices contained in the Proposal. Estimated costs shall be broken down into estimate categories for each bid items such as direct labor, repair labor, equipment ownership and operation, expendable materials, permanent materials and subcontract costs as appropriate. Plant and equipment, indirect costs, bond rates and calculations, insurance costs and financing should be detailed. The Successful Offeror's allocation of indirect costs, contingencies, and mark-up shall be identified.

.3 All costs shall be identified. For bid items amounting to less than $10,000, estimated unit costs are acceptable without a detailed cost estimate, provided that labor, equipment, materials and subcontracts, as applicable, are included, and provided that indirect costs, contingencies, and mark-up, as applicable, are allocated.

.4 RFP Documents provided by VDOT should not be included in the EPDs unless needed to comply with these requirements.

11.7.5 Submittal

.1 The EPDs shall be submitted in a sealed container to the individual set forth in Section 6.1.1 above, which container shall be clearly marked on the outside with the Offeror's name, date of submittal, Project name, and the words "Escrow Proposal Documents."

.2 Prior to Award of Contract, EPDs of the Successful Offeror will be transferred to the banking institution referenced in Section 11.7.6 and will be examined, organized, and inventoried by representatives of VDOT, together with members of the Successful Offeror's staff who are knowledgeable in how the Proposal was prepared. This examination is to ensure that the EPDs are legible and complete. It will not include review of, and will not constitute approval of proposed construction methods, estimating assumptions, or interpretations of any RFP Documents or the Design-Build Contract. Examination will not alter any condition or term of the Design-Build Contract.

.3 If all the documents required by this section, Part 1, Section 11.7, have not been included in the original submittal, additional documentation may be submitted, at VDOT's discretion, prior to Award of Contract.

.4 If the Design-Build Contract is not awarded to the Successful Offeror, the EPDs of the next Offeror to be considered for award shall be processed as described above.

.5 Timely submission of complete EPDs is an essential element of the Successful Offeror's responsibility and a prerequisite to Award of Contract.

.6 If Successful Offeror's Proposal is based upon subcontracting any part of the work, each subcontractor whose total subcontract price exceeds ten percent (10%) of the Total Proposal Price proposed by the Successful Offeror, shall provide separate Escrow Documents to be included with those of the Successful Offeror. Such documents shall be opened and examined in the same manner and at the same time as the examination described above for the Successful Offeror.

.7 If the Design-Builder wishes to subcontract any portion of the work after Award of Contract, VDOT retains the right to require the Design-Builder to submit Escrow Documents from the subcontractor before the subcontract is approved.

11.7.6 Storage

The Successful Offeror’s EPDs shall be stored at SunTrust Bank at the following address:

SunTrust Bank
ATTN: Emily J. Hare
919 East Main Street, 7th Floor
Richmond, Virginia 23219
(804) 782-5400

The cost for storing the EPDs will be paid by the Successful Offeror.

11.7.7 Examination

.1 The EPDs shall be examined by VDOT and the Design-Builder, at any time deemed necessary by VDOT.

.2 VDOT may delegate review of EPDs to members of VDOT's staff or consultants. The foregoing notwithstanding, the EPDs and information contained therein may be used in the resolution of any claim or dispute before any entity selected to resolve disputes and in any litigation or arbitration commenced hereunder. No other person shall have access to the EPDs.

.3 Access to the documents will take place in the presence of duly designated representatives of both VDOT and the Design-Builder, except that, if the Design-Builder refuses to be present or to cooperate in any other way in the review of the documents, VDOT may upon notice to the Design-Builder, review such documents without the Design-Builder being present.

11.7.8 Final Disposition and Return of EPDs

The EPDs of the Successful Offeror will be returned to the Design-Builder at such time as the Design-Build Contract has been completed, final payment has been made, and all claims or disputes arising under or related to the Design-Build Contract have been fully and finally resolved and/or adjudicated.

11.7.9 Execution of Escrow Agreement

The Successful Offeror, as a condition of Award of Contract, agrees to execute the Escrow Agreement in the form set forth in Attachment 11.7.9.

11.8 Administrative Requirements

In addition to the specific submittal requirements set forth in Sections 3.0 and 4.0 above, all Offerors shall comply with the following:

11.8.1 All business entities, except for sole proprietorships, are required to be registered with the Virginia State Corporation Commission (a Business Registration Guide is available on the Internet at http://www.state.va.us/scc/division/clk/brg.htm). Foreign Professional Corporations and Foreign Professional Limited Liability Companies must possess a Commonwealth of Virginia Certificate of Authority from the State Corporation Commission to render professional services. Any business entity other than a professional corporation, professional limited liability company or sole proprietorship must be registered in the Commonwealth of Virginia with the Department of

Professional & Occupational Regulation, Virginia Board for Architects, Professional Engineers, Land Surveyors, Certified Interior Decorators and Landscape Architects (http://www.dpor.virginia.gov/dporweb/ape_reg.pdf). Board regulations require that all professional corporations and business entities that have branch offices located in Virginia which offer or render any professional services relating to the professions regulated by the Board be registered with the Board. Registration involves completing the required application and submitting the required registration fee for each and every branch office location in the Commonwealth. All branch offices that offer or render any professional service must have at least one full-time resident professional in responsible charge that is licensed in the profession offered or rendered at each branch. All firms involved that are to provide professional services must meet this criteria prior to a contract being executed by VDOT.

11.8.2 VDOT will not consider for award any Proposals submitted by any Offerors and will not consent to subcontracting any portions of the proposed Design-Build Contract to any subconsultants in violation of the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

11.8.3 All Offerors must have internal control systems in place that meet federal requirements for accounting. These systems must comply with requirements of 48 CFR 31, "Federal Acquisition Regulations, Contract Cost Principles and Procedures," and 23 CFR 172, "Administration of Engineering and Design Related Service Contracts."

11.8.4 VDOT assures compliance with Title VI of the Civil Rights Act of 1964, as amended. The consultant and all subconsultants selected for this Project will be required to submit a Title VI Evaluation Report (EEO-D2) when requested by VDOT to respond to the RFP. This requirement applies to all consulting firms with fifteen (15) or more employees.

11.8.5 VDOT does not discriminate against an Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

11.8.6 Offerors shall note and comply with the requirements relative to the eVA Business-to-Government Vendor system. The eVA Internet electronic procurement solution, web site portal (http://www.eva.state.va.us), streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution through either eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. For more detailed information regarding eVA, registrations, fee schedule, and transaction fee, use the website link: http://www.eva.state.va.us. All Offerors must register in eVA; failure to register will result in a Proposal being rejected.

11.8.7 The required services may involve the handling of Critical Infrastructure Information/ Sensitive Security Information ("CII/SSI") material. Personnel handling CII/SSI material, visiting

Critical Infrastructure ("CI") facilities or performing bridge/tunnel inspections are required to sign CII/SSI Non-Disclosure Agreements and pass a fingerprint-based Criminal History Background Check ("CHBC"). An individual employee's failure to successfully pass the fingerprint-based CHBC will not negate the selection and Offerors will be allowed to replace those individuals. VDOT reserves the right to conduct fingerprint-based CHBC on all employees of the Design-Builder's team members, or on any proposed replacements during the term of the contract who will be involved in this Project. All costs associated with the fingerprint-based CHBC are the responsibility of the Offeror or Design-Builder. A VDOT issued photo-identification badge is required for each employee of the Offeror's or Design-Builder's team who will need access to VDOT CI facilities or who will be performing bridge/tunnel inspections. Based upon the results of the fingerprint-based CHBC, VDOT reserves the right to deny access to CII/SSI material and issuance of a VDOT security clearance or a VDOT issued photo-identification badge.

CII/SSI material includes bridge inspection reports. Bridge inspection reports are not included in the Information Package and CII/SSI Non-Disclosure Agreements are not required to respond to the RFP. Firms desiring to obtain a copy of the bridge inspection report must complete a CII/SSI Non-Disclosure Agreement Form (Attachment 11.8.7).

11.9 Compliance with the Law in Virginia

Failure to comply with the law with regard to those legal requirements in Virginia (whether federal or state) regarding your ability to lawfully offer and perform any services proposed or related to the Project may render your RFP submittal, in the sole and reasonable discretion of VDOT, non-responsive and/or non-responsible, and in that event your RFP submittal may be returned without any consideration for selection of contract award.

11.10 Attachments

The following attachments are specifically made a part of, and incorporated by reference into, these Instructions for Offerors:

EXHIBIT 1 TO PART 3	--	PROJECT SPECIFIC TERMS
ATTACHMENT 2.6	--	RFP INFORMATION PACKAGE ORDER FORM
ATTACHMENT 3.4	--	FORM C-78 (ACKNOWLEDGEMENT OF RECEIPT OF RFP, REVISIONS, AND/OR ADDENDA)
ATTACHMENT 4.0.1.1	--	LETTER OF SUBMITTAL CHECKLIST
ATTACHMENT 4.0.1.2	--	PRICE PROPOSAL SUBMITTAL CHECKLIST
ATTACHMENT 4.2.1	--	AFFILIATED/ SUBSIDIARY COMPANIES LIST
ATTACHMENT 4.2.2(a)	--	CERTIFICATION REGARDING DEBARMENT (PRIMARY COVERED TRANSACTIONS)
ATTACHMENT 4.2.2(b)	--	CERTIFICATION REGARDING DEBARMENT (LOWER TIER COVERED TRANSACTIONS)
ATTACHMENT 4.2.5	--	LICENSE AND REGISTRATION INFORMATION - BUSINESSES
ATTACHMENT 4.2.6(a)	--	LEAD CONTRACTOR WORK HISTORY FORM
ATTACHMENT 4.2.6(b)	--	LEAD DESIGNER WORK HISTORY FORM
ATTACHMENT 4.3.1	--	PRICE PROPOSAL FORM
ATTACHMENT 4.3.4(a)	--	FORM C-104 (BIDDER'S STATEMENT)
ATTACHMENT 4.3.4(b)	--	FORM C-105 (BIDDER'S CERTIFICATION)
ATTACHMENT 4.3.5(a)	--	FORM C-111 (MINIMUM DBE REQUIREMENTS)
ATTACHMENT 4.3.5(b)	--	FORM C-49 (DBE GOOD FAITH EFFORTS DOCUMENTATION)
ATTACHMENT 4.3.5(c)	--	FORM C-112 (CERTIFICATION OF BINDING AGREEMENT FORM)
ATTACHMENT 4.4.2	--	KEY PERSONNEL RESUME FORM
ATTACHMENT 4.4.3	--	LICENSE AND REGISTRATION INFORMATION - INDIVIDUALS
ATTACHMENT 11.7.1	--	ESCROW PROPOSAL DOCUMENTS CHECKLIST
ATTACHMENT 11.7.9	--	ESCROW AGREEMENT FORM
ATTACHMENT 11.8.7	--	CII/SSI NON-DISCLOSURE AGREEMENT FORM

END OF PART 1
INSTRUCTIONS FOR OFFERORS

ATTACHMENT 2.6

DESIGN–BUILD

ORDER FORM
ROUTE 29 BRIDGE OVER LITTLE ROCKY RUN
REQUEST FOR PROPOSALS (RFP) INFORMATION PACKAGE

FIRM NAME _____

COMPLETE MAILING
ADDRESS_____

_____
(PLEASE GIVE BOTH STREET ADDRESS AND POSTAL DELIVERY ADDRESS)

FIRM TELEPHONE NUMBER_____ FIRM FAX NUMBER_____

E-MAIL ADDRESS _____

SIGNED:_____

FOR QUESTIONS REGARDING THE RFP INFORMATION PACKAGE CONTACT:

IAN MILLIKAN, P.E.
VIRGINIA DEPARTMENT OF TRANSPORTATION
1401 EAST BROAD STREET
RICHMOND, VIRGINIA 23219
(804)-786-6929

TO ORDER THE RFP INFORMATION PACKAGE BY TELEPHONE/MAIL/FAX CONTACT:

THE SCHEDULING AND CONTRACT DIVISION PLAN ROOM
VIRGINIA DEPARTMENT OF TRANSPORTATION
1401 EAST BROAD STREET
RICHMOND, VIRGINIA 23219
(804) 786-1898,786-5161 OR 371-9868
FAX TELEPHONE NO. (804) 786-2788 (Ordering by fax using a Master or Visa credit card is the preferred method)

MASTERCARD/VISA NO._____

EXPIRATION DATE:_____

THE RFP INFORMATION PACKAGE WILL NOT BE ISSUED PRIOR TO RECEIPT OF PAYMENT

Dear Sir/Madam:

Please send the RFP Information Package designated below. Enclosed is check No._____in the amount of $_____ made payable to the Treasurer of Virginia.

RFP NO.	PROJECT	PACKAGES REQUESTED	TOTAL **($50.00 per package, price includes 5%Virginia Sales Tax)**
		#	$
C00077322DB52	0029-029-128		

FOR DEPARTMENTAL USE ONLY

RFQ PACKAGE MAILED_____ MAILED BY_____
TO BE MAILED_____ CHECKED BY_____

ATTACHMENT 3.4

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

RFP NO. **C00077322DB52**

PROJECT NO.: **0029-029-128**

ACKNOWLEDGEMENT OF RFP, REVISION AND/OR ADDENDA

Acknowledgement shall be made of receipt of the Request for Proposals (RFP) and/or any and all revisions and/or addenda pertaining to the above designated project which are issued by the Department prior to the Letter of Submittal submission date shown herein. Failure to include this acknowledgement in the Letter of Submittal may result in the rejection of your proposal.

By signing this Attachment 3.4, the Offeror acknowledges receipt of the RFP and/or following revisions and/or addenda to the RFP for the above designated project which were issued under cover letter(s) of the date(s) shown hereon:

1. Cover letter of July 10, 2012 – RFP
   (Date)
2. Cover letter of _____
   (Date)
3. Cover letter of _____
   (Date)

_____ SIGNATURE

_____ DATE

ATTACHMENT 4.0.1.1

ROUTE 29 BRIDGE OVER LITTLE ROCKY RUN

LETTER OF SUBMITTAL CHECKLIST AND CONTENTS

Offerors shall furnish a copy of this Letter of Submittal Checklist, with the page references added, with the Letter of Submittal.

Letter of Submittal Component	Form (if any)	RFP Part 1 Cross Reference	Included within page limit?	Page Reference
Letter of Submittal Checklist and Contents	Attachment 4.0.1.1	Section 4.0.1.1	no	
Acknowledgement of RFP, Revisions, and/or Addenda	Attachment 3.4 (Form C-78-RFP)	Sections 3.4; 4.0.1.1	no	
Letter of Submittal	NA	Sections 4.1		
Letter of Submittal on Offeror's letterhead	NA	Section 4.1.1	yes	
Offeror's full legal name and address	NA	Section 4.1.1	yes	
Authorized representative's original signature	NA	Section 4.1.1	yes	
Declaration of intent	NA	Section 4.1.2	yes	
120 day declaration	NA	Section 4.1.3	yes	
Point of Contact information	NA	Section 4.1.4	yes	
Principal Officer information	NA	Section 4.1.5	yes	
Offeror's Corporate Structure	NA	Section 4.1.6	yes	
Full Legal Name of Lead Contractor and Lead Designer	NA	Section 4.1.7	yes	
Offeror's VDOT prequalification information	NA	Section 4.1.8	yes	
DBE statement confirming Offeror is committed to achieving the required DBE goal	NA	Section 4.1.9	yes	
Substantial and Final Completion Date(s)	NA	Section 4.1.10	yes	

ATTACHMENT 4.0.1.1

ROUTE 29 BRIDGE OVER LITTLE ROCKY RUN

LETTER OF SUBMITTAL CHECKLIST AND CONTENTS

Letter of Submittal Component	Form (if any)	RFP Part 1 Cross Reference	Included within page limit?	Page Reference
Attachments to the Letter of Submittal	NA	Section 4.2		
Affiliated and/ or Subsidiary Companies	Attachment 4.2.1	Section 4.2.1	no	
Certification Regarding Debarment Forms	Attachment 4.2.2(a) Attachment 4.2.2(b)	Section 4.2.2	no	
Offeror's VDOT prequalification information	NA	Section 4.2.3	no	
Evidence of obtaining bonding	NA	Section 4.2.4	no	
Full size copies of DPOR licenses and SCC registrations	NA	Section 4.2.5	no	
SCC registration information - businesses	Attachment 4.2.5	Section 4.2.5.1	no	
DPOR registration information - businesses	Attachment 4.2.5	Section 4.2.5.2	no	
Lead Contractor Work History Form	Attachment 4.2.6(a)	Section 4.2.6	no	
Lead Designer Work History Form	Attachment 4.2.6(b)	Section 4.2.6	no	

ATTACHMENT 4.0.1.2

DESIGN-BUILD PRICE PROPOSAL CHECKLIST

Project Name: ROUTE 29 BRIDGE OVER LITTLE ROCKY RUN
Contract ID Number: C00077322DB52

- Contents of Price Proposal:

☐ **Proposal Price, in both numbers and words (Attachment 4.3.1)**

☐ **Price Adjustment Information and Forms for Fuel, Asphalt and Steel, including identification of pay items and associated quantities eligible for adjustment (Part 3, Section 6.3, Attachments 6.3)**

☐ **Proposal Guaranty (C-24) required by Section 102.07 of Part 5, Division I Amendments to the Standard Specifications**

☐ **Sworn Statement Forms (C-104, C-105, Attachments 4.8.7(a) and 4.8.7(b))**

☐ **DBE Requirements Forms (C-111, C-49 and C-112) as applicable (Attachments 4.3.5(a), 4.3.5(b) and 4.3.5(c))**

☐ **CD-ROM containing the entire Price Proposal in a single cohesive Adobe PDF file**

ATTACHMENT 4.2.1

State Project No. 0029-029-128

Affiliated and Subsidiary Companies of the Offeror

Offerors shall complete the table and include the addresses of affiliates or subsidiary companies as applicable. By completing this table, Offerors certify that all affiliated and subsidiary companies of the Offeror are listed.

☐ **The Offeror does not have any affiliated or subsidiary companies.**
☐ **Affiliated and/ or subsidiary companies of the Offeror are listed below.**

Relationship with Offeror (Affiliate or Subsidiary)	Full Legal Name	Address

ATTACHMENT 4.2.2(a)
CERTIFICATION REGARDING DEBARMENT
PRIMARY COVERED TRANSACTIONS

Project No.: 0029-029-128

1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; and have not been convicted of any violations of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1) b) of this certification; and

d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The undersigned makes the foregoing statements to be filed with the proposal submitted on behalf of the Offeror for contracts to be let by the Commonwealth Transportation Board.

_____ _____
Signature Date Title

_____
Name of Firm

ATTACHMENT 4.2.2(b)
CERTIFICATION REGARDING DEBARMENT
LOWER TIER COVERED TRANSACTIONS

Project No.: 0029-029-128

1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The undersigned makes the foregoing statements to be filed with the proposal submitted on behalf of the Offeror for contracts to be let by the Commonwealth Transportation Board.

_____ _____

Signature Date Title

_____

Name of Firm

ATTACHMENT 4.2.5

State Project No. 0029-029-128

SCC and DPOR Information - Businesses

Offerors shall complete the table and include the required state registration and licensure information. By completing this table, Offerors certify that their team complies with the requirements set forth in Section 4.2.5 and that all businesses listed are active and in good standing.

SCC & DPOR INFORMATION FOR BUSINESSES (RFP Sections 4.2.5.1 and 4.2.5.2)							
Business Name	SCC Information (4.2.5.1)			DPOR Information (4.2.5.2)			
	SCC Number	SCC Type of Corporation	SCC Status	DPOR Registered Address	DPOR Registration Type	DPOR Registration Number	DPOR Expiration Date

ATTACHMENT 4.2.6(a)

LEAD CONTRACTOR - WORK HISTORY FORM

(LIMIT 1 PAGE PER PROJECT)

a. Project Name & Location	b. Name of the prime design consulting firm responsible for the overall project design.	c. Contact information of the Client or Owner and their Project Manager who can verify Firm's responsibilities.	d. Contract Completion Date (Original)	e. Contract Completion Date (Actual or Estimated)	f. Contract Value (in thousands)		g. Dollar Value of Work Performed by the Firm identified as the Lead Contractor for this procurement.(in thousands)
					Original Contract Value	Final or Estimated Contract Value	
Name: Location:	Name:	Name of Client./ Owner: Phone: Project Manager: Phone: Email:					
h. Narrative describing the Work Performed by the Firm identified as the Lead Contractor for this procurement. If the Offeror chooses to submit work completed by an affiliated or subsidiary company of the Lead Contractor, identify the full legal name of the affiliate or subsidiary and the role they will have on this Project, so the relevancy of that work can be considered accordingly.							

ATTACHMENT 4.2.6(b)

LEAD DESIGNER - WORK HISTORY FORM

(LIMIT 1 PAGE PER PROJECT)

a. Project Name & Location	b. Name of the prime/ general contractor responsible for overall construction of the project.	c. Contact information of the Client and their Project Manager who can verify Firm's responsibilities.	d. Construction Contract Completion Date (Original)	e. Construction Contract Completion Date (Actual or Estimated)	f. Contract Value (in thousands)		g. Design Fee for the Work Performed by the Firm identified as the Lead Designer for this procurement.(in thousands)
					Construction Contract Value (Original)	Construction Contract Value (Actual or Estimated)	
Name: Location:	Name:	Name of Client.: Phone: Project Manager: Phone: Email:					
h. Narrative describing the Work Performed by the Firm identified as the Lead Designer for this procurement. Include the office location(s) where the design work was performed and whether the firm was the prime designer or a subconsultant.							

ATTACHMENT 4.3.1

PRICE PROPOSAL FORM

4.3.1 Offeror shall specify, the following pricing information, in both numbers and words:

.1 Proposal Price;

Lump Sum _____

_____($_____)

Date: _____

Signature: _____

Design-Builder: _____

Vendor No.: _____

Form C-104
Rev. 7-13-05

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

PROJECT: 0029-029-128

FHWA: BR-5401(896)

This form must be completed, signed and returned with bid; and failure to do so may result in the rejection of your bid. **THE CONTRACTOR SHALL AFFIRM THE FOLLOWING STATEMENT EITHER BY SIGNING THE AFFIDAVIT AND HAVING IT NOTARIZED OR BY SIGNING THE UNSWORN DECLARATION UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES.** A SEPARATE FORM MUST BE SUBMITTED BY EACH PRINCIPAL OF A JOINT VENTURE BID.

STATEMENT, In preparation and submission of this bid, I, the firm, corporation or officers, agents or employees thereof did not, either directly or indirectly, enter into any combination or arrangement with any persons, firm or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Article 1.1 or Chapter 12 of Title 18.2 (Virginia Governmental Frauds Act), Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

AFFIDAVIT

The undersigned is duly authorized by the bidder to make the foregoing statement to be filed with bids submitted on behalf of the bidder for contracts to be let by the Commonwealth Transportation Board.

Signed at _____ , this ____ day of _____ , 20 ____
County (City), STATE

_____ By: _____ _____
(Name of Firm) (Signature) Title (print)

STATE of _____ COUNTY (CITY) of _____
To-wit:

I _____ , a Notary Public in and for the State and County(City) aforesaid, hereby certify that this day _____ personally appeared before me and made oath that he is duly authorized to make the above statements and that such statements are true and correct.

Subscribed and sworn to before me this _____ day of _____ , 20 _____

_____ My Commission expires _____
Notary Public

OR

UNSWORN DECLARATION

The undersigned is duly authorized by the bidder to make the foregoing statement to be filed with bids submitted on behalf of the bidder for contracts to be let by the Commonwealth Transportation Board.

Signed at _____ , this ____ day of _____ , 20 ____
County (City), STATE

_____ By: _____ _____
(Name of Firm) (Signature) Title (print)

Form C-105
Rev. 7-13-05

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
AFFIDAVIT

PROJECT:

FHWA:

This form must be completed, signed, notarized and returned with bid; and failure to do so, may result in the rejection of your bid. A separate form must be submitted by each principal of a joint venture bid.

1. I, the firm, corporation or officers, agents or employees thereof have neither directly nor indirectly entered into any combination or arrangement with any person, firm or corporation or entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract, the effect of which is to prevent competition or increase the cost of construction or maintenance of roads or bridges.

   During the preceding twelve months, I (we) have been a member of the following Highway Contractor's Associations, as defined in Section 33.1-336 of the Code of Virginia (1970). (If none, so state).

NAME	Location of Principal Office
0029-029-128	BR-5401(896)

2. I (we) have _____, have not _____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that I/We have _____, have not _____, filed with the joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

   Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor [41 CFR 60-1.7(b)(1)], and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contract or subcontracts of $10,000 or under are exempt.)

   Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contract and subcontract unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

(Continued)

ORDER NO.:
CONTRACT ID. NO.:

3. The bidder certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above; and

(d) Where the bidders is unable to certify to any of the statements in this certification, the bidder shall show an explanation below.

Explanations will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any explanation noted, indicate below to whom it applies, initiating agency, and dates of action. Providing false information may result in federal criminal prosecution or administration sanctions. The bidder shall provide immediate written notice to the Department if at any time the bidder learns that its certification was erroneous when submitted or has become erroneous by reason of change circumstances.

The undersigned is duly authorized by the bidder to make the foregoing statements to be filed with bids submitted on behalf of the bidder for contracts to be let by the Commonwealth Transportation Board.

Signed at _____ , this ____ day of _____ , 20 ____
County (City), STATE

_____ By: _____ _____
(Name of Firm) (Signature) Title (print)

STATE of _____ COUNTY (CITY) of _____
To-wit:

I _____ , a Notary Public in and for the State and County(City) aforesaid, hereby certify that this day _____ personally appeared before me and made oath that he is duly authorized to make the above statements and that such statements are true and correct.

Subscribed and sworn to before me this _____ day of _____ , 20 _____

_____ My Commission expires _____
Notary Public

Form C-111
Rev. 2-15-11

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
MINIMUM DBE REQUIREMENTS

PROJECT NO. 0029-029-128

FHWA NO. BR-5401(896)

*** * * INSTRUCTIONS * * ***

THIS FORM CAN BE USED BY THE CONTRACTOR TO SUBMIT THE NAMES OF DBE FIRMS TO BE UTILIZED ON THE PROJECT. THE CONTRACTOR SHALL INDICATE THE DESCRIPTION OF THE CATEGORY (S, M, SP or H) AND THE TYPE OF WORK THAT EACH DBE WILL PERFORM AND THE ALLOWABLE CREDIT PER ITEM(S). ADDITIONAL SHEETS TO SHOW THE ALLOWABLE CREDIT PER ITEM MAY BE ATTACHED IF NECESSARY. **PLEASE NOTE:** THE AMOUNT OF ALLOWABLE CREDIT FOR A DBE SUPPLIER IS 60% OF THE TOTAL COST OF THE MATERIALS OR SUPPLIES OBTAINED AND 100% FOR A DBE MANUFACTURER OF THE MATERIALS AND SUPPLIES OBTAINED. A CONTRACTOR MAY COUNT 100% OF THE FEES PAID TO A DBE HAULER FOR THE DELIVERY OF MATERIALS AND SUPPLIES TO THE PROJECT SITE, BUT NOT FOR THE COST OF THE MATERIALS AND SUPPLIES THEMSELVES.

DBE REQUIREMENT _____ **%**

PERCENT ATTAINED BY BIDDER _____ **%**

NAMES(S) AND CERTIFICATION NO. OF DBE(S) TO BE USED	USED AS SUBCONTR. (S) MFG. (M) SUPPLIER (SP) HAULER (H)	TYPE OF WORK AND ITEM NO(S)	$ AMOUNT OF ALLOWABLE CREDIT PER ITEM
		TOTAL	**$**

TOTAL CONTRACT VALUE $ 0029-029-128 x REQUIRED DBE _____ % = $ BR-5401(896)

I/WE CERTIFY THAT THE PROPOSED DBE(S) SUBMITTED WILL BE USED ON THIS CONTRACT AS STATED HEREON AND ASSURE THAT DURING THE LIFE OF THE CONTRACT. I/WE WILL MEET OR EXCEED THE PARTICIPATION ESTABLISHED HEREON BY THE DEPARTMENT.

_____ BY _____
BIDDER SIGNATURE

_____ BY _____
TITLE DATE

COMM0NWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

DBE GOOD FAITH EFFORTS DOCUMENTATION

--DO NOT DETACH--

THIS INFORMATION MUST BE SUBMITTED WITH YOUR BID PROPOSAL IF YOUR BID DOES NOT MEET THE PROJECT DBE REQUIREMENTS, OR WHEN REQUESTED BY VDOT

CONTRACT I.D. NUMBER C00077322DB52

PROJECT NUMBER 0029-029-128

FHWA NUMBER BR-5401(896)

DISTRICT Northern Virginia

DATE BID SUBMITTED _____

BIDDER'S NAME _____

SIGNATURE _____

TITLE _____

VENDOR NUMBER _____

DBE GOAL FROM BID PROPOSAL _____

COMM0NWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO._____**DATE SUBMITTED**_____

IF THE DBE GOAL ESTABLISHED FOR THIS CONTRACT HAS NOT BEEN MET OR VDOT REQUESTS THE SUBMITTAL THEREOF, THE BIDDER IS REQUIRED TO SUBMIT GOOD FAITH EFFORTS AS OUTLINED IN THIS DOCUMENT.

THE BIDDER ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

BIDDER_____**SIGNATURE**_____

TITLE_____

NAMES OF CERTIFIED DBEs AND THE DATES ON WHICH THEY WERE SOLICITED TO BID ON THIS PROJECT

INCLUDE THE ITEMS OF WORK OFFERED AND THE DATES AND METHODS USED FOR FOLLOWING UP INITIAL SOLICITATIONS TO DETERMINE WHETHER OR NOT DBEs WERE INTERESTED.

NAMES AND VENDOR NUMBERS OF DBEs SOLICITED	DATE OF INITIAL SOLICITATION	ITEM(S) OF WORK	FOLLOW-UP METHODS AND DATES

NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY

ATTACH COPIES OF SOLICITATIONS, TELEPHONE RECORDS, FAX CONFIRMATIONS, ELECTRONIC INFORMATION, ETC.

COMM0NWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO._____**DATE SUBMITTED**_____

IF THE DBE GOAL ESTABLISHED FOR THIS CONTRACT HAS NOT BEEN MET OR VDOT REQUESTS THE SUBMITTAL THEREOF, THE BIDDER IS REQUIRED TO SUBMIT GOOD FAITH EFFORTS AS OUTLINED IN THIS DOCUMENT.

THE BIDDER ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

BIDDER_____**SIGNATURE**_____

TITLE_____

TELEPHONE LOG

DBE(s) CALLED	TELEPHONE NUMBER	DATE CALLED	TIME CALLED	CONTACT PERSON OR VOICE MAIL STATUS

NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY

COMM0NWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO._____**DATE SUBMITTED**_____

IF THE DBE GOAL ESTABLISHED FOR THIS CONTRACT HAS NOT BEEN MET OR VDOT REQUESTS THE SUBMITTAL THEREOF, THE BIDDER IS REQUIRED TO SUBMIT GOOD FAITH EFFORTS AS OUTLINED IN THIS DOCUMENT.

THE BIDDER ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

BIDDER_____**SIGNATURE**_____

TITLE_____

ITEM(S) OF WORK THAT THE BIDDER MADE AVAILABLE TO DBE FIRMS

IDENTIFY THOSE ITEM(S) OF WORK THAT THE BIDDER MADE AVAILABLE TO DBE FIRMS OR THOSE ITEM(S) THE BIDDER IDENTIFIED AND DETERMINED TO SUBDIVIDE INTO ECONOMICALLY FEASIBLE UNITS TO FACILITATE DBE PARTICIPATION. FOR EACH ITEM LISTED, SHOW THE DOLLAR VALUE AND PERCENTAGE OF THE TOTAL CONTRACT AMOUNT. IT IS THE BIDDER'S RESPONSIBILITY TO DEMONSTRATE THAT SUFFICIENT WORK TO MEET THE GOAL WAS MADE AVAILABLE TO DBE FIRMS.

ITEM(S) OF WORK MADE AVAILABLE	BIDDER NORMALLY PERFORMS ITEM(S) (Y/N)	ITEM(S) BROKEN DOWN TO FACILITATE PARTICIPATION (Y/N)	AMOUNT IN DOLLARS	PERCENTAGE OF CONTRACT

NOTE: INFORMATION REQUIRED FOR THIS SECTION CONTINUED ON SHEET 5
ATTACH ADDITIONAL PAGES IF NECESSARY

COMM0NWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO._____DATE SUBMITTED_____

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THE BIDDER ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

BIDDER_____SIGNATURE_____

TITLE_____

ADDITIONAL INFORMATION REGARDING ITEM(S) OF WORK THAT THE BIDDER MADE AVAILABLE TO DBE FIRMS (Continued From Sheet 4)

ITEM(S) OF WORK MADE AVAILABLE, NAMES OF SELECTED FIRMS AND DBE STATUS, DBEs THAT PROVIDED QUOTES, PRICE QUOTE FOR EACH FIRM, AND THE PRICE DIFFERENCE FOR EACH DBE IF THE SELECTED FIRM IS NOT A DBE.

ITEM(S) OF WORK MADE AVAILABLE(CONT.)	NAME OF SELECTED FIRM AND VENDOR NUMBER	DBE OR NON-DBE	NAME OF REJECTED FIRM(S)	QUOTE IN DOLLARS	PRICE DIFFERENCE IN DOLLARS

NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY.

IF THE FIRM SELECTED FOR THE ITEM IS NOT A DBE, PROVIDE THE REASON(S) FOR THE SELECTION ON A SEPARATE PAGE AND ATTACH.

PROVIDE NAMES, ADDRESSES, AND TELEPHONE NUMBERS FOR THE FIRMS LISTED ABOVE.

COMM0NWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO._____**DATE SUBMITTED**_____

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THE BIDDER ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

BIDDER_____**SIGNATURE**_____

TITLE 0029-029-128

ADVERTISEMENTS OR PROOFS OF PUBLICATION.

NAMES AND DATES OF EACH PUBLICATION IN WHCH A REQUEST FOR DBE PARTICIPATION FOR THE PROJECT WAS PLACED BY THE BIDDER. ATTACH COPIES OF PUBLISHED ADVERTISEMENTS OR PROOFS OF PUBLICATION.

PUBLICATIONS	DATES OF ADVERTISEMENT

NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY

COMM0NWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO._____**DATE SUBMITTED**_____

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THE BIDDER ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

BIDDER_____**SIGNATURE**_____

TITLE BR-5401(896)

NAMES OF AGENCIES CONTACTED TO PROVIDE ASSISTANCE

NAMES OF AGENCIES (SEE SPECIAL PROVISION FOR 107.15) AND THE DATES THESE AGENCIES WERE CONTACTED TO PROVIDE ASSISTANCE IN CONTACTING, RECRUITING, AND USING DBE FIRMS. IF THE AGENCIES WERE CONTACTED IN WRITING, ATTACH COPIES OF SUPPORTING DOCUMENTS.

NAME OF AGENCY	METHOD AND DATE OF CONTACT	RESULTS

NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY**.**

COMM0NWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO._____DATE SUBMITTED_____

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THE BIDDER ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

BIDDER_____SIGNATURE_____

TITLE_____

TECHNICAL ASSISTANCE AND INFORMATION PROVIDED TO DBEs

EFFORTS MADE TO PROVIDE INTERESTED DBEs WITH ADEQUATE INFORMATION ABOUT THE PLANS, SPECIFICATIONS, AND REQUIREMENTS OF THE BID DOCUMENTS TO ASSIST THE DBEs IN RESPONDING TO A SOLICITATION.

IDENTIFY THE DBEs ASSISTED, THE INFORMATION PROVIDED, AND THE DATE OF CONTACT. ATTACH COPIES OF SUPPORTING DOCUMENTS.

DBEs ASSISTED	INFORMATION PROVIDED	DATE OF CONTACT

NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY.

COMM0NWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO._____**DATE SUBMITTED**_____

IF THE DBE GOAL ESTABLISHED FOR THIS CONTRACT HAS NOT BEEN MET OR VDOT REQUESTS THE SUBMITTAL THEREOF, THE BIDDER IS REQUIRED TO SUBMIT GOOD FAITH EFFORTS AS OUTLINED IN THIS DOCUMENT.

THE BIDDER ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

BIDDER_____**SIGNATURE**_____

TITLE_____

EFFORTS MADE TO ASSIST DBEs OBTAIN BONDING, LINES OF CREDIT, INSURANCE, ETC.

EFFORTS MADE TO PROVIDE INTERESTED DBEs IN OBTAINING BONDING, LINES OF CREDIT, INSURANCE, NECESSARY EQUIPMENT, SUPPLIES, MATERIALS, OR RELATED ASSISTANCE OR SERVICES, EXCLUDING SUPPLIES AND EQUIPMENT THE SUBCONTRACTOR PURCHASES OR LEASES FROM THE PRIME CONTRACTOR OR ITS AFFILIATES.

IDENTIFY THE DBEs ASSISTED, THE ASSISTANCE OFFERED, AND THE DATES OF SERVICES OFFERED AND PROVIDED. ATTACH COPIES OF SUPPORTING DOCUMENTS.

DBEs ASSISTED	ASSISTANCE OFFERED	DATES SERVICES OFFERED AND/OR PROVIDED

NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY.

COMM0NWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

DBE GOOD FAITH EFFORTS DOCUMENTATION

CONTRACT I.D. NO._____DATE SUBMITTED_____

IF THE DBE GOAL ESTABLISHED FOR THIS CONTRACT HAS NOT BEEN MET OR VDOT REQUESTS THE SUBMITTAL THEREOF, THE BIDDER IS REQUIRED TO SUBMIT GOOD FAITH EFFORTS AS OUTLINED IN THIS DOCUMENT.

THE BIDDER ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

BIDDER_____SIGNATURE_____

TITLE_____

ADDITIONAL DATA TO SUPPORT DEMONSTRATION OF GOOD FAITH EFFORTS

ADDITIONAL DATA TO SUPPORT DEMONSTRATION OF GOOD FAITH EFFORTS

NOTE: ATTACH ADDITIONAL PAGES, IF NECESSARY

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
CERTIFICATION OF BINDING AGREEMENT
WITH
DISADVANTAGED BUSINESS ENTERPRISE FIRMS

Project No.:

Federal Project No.:

This form is to be submitted in accordance with the Department's Special Provision for Section 107.15.

It is hereby certified by the below signed Contractors that there exists a written quote, acceptable to the parties involved preliminary to a binding subcontract agreement stating the details concerning the work to be performed and the price which will be paid for the aforementioned work. This document is not intended to, nor should it be construed to, contain the entire text of the agreement between the contracting parties. This document does not take the place of, nor may it be substituted for, an official subcontracting agreement in those situations that may require such an agreement. A copy of the fully executed *subcontract agreement* shall be submitted to the Engineer within fourteen (14) business days after contract execution.

It is further certified that the aforementioned mutually acceptable quote and fully executed subcontract agreement represent the entire agreement between the parties involved and that no conversations, verbal agreements, or other forms of non-written representations shall serve to add to, delete, or modify the terms as stated.

The prime Contractor further represents that the aforementioned mutually acceptable quote and fully executed subcontract agreement shall remain on file for a period of not less than one year following completion of the prime's contract with the Department or for such longer period as provisions of governing Federal or State law or regulations may require. For purposes of this form, the term Prime Contractor shall refer to any Contractor utilizing a DBE subcontractor, regardless of tier, in which they are claiming DBE credit toward the contract goal.

Contractors further jointly and severally represent that said binding agreement is for the performance of a "commercially useful function" as that term is employed in 49 C.F.R. Part 26.55 (c), (d).

TO BE SIGNED BY THE SUBCONTRACTOR TO THE PRIME CONTRACTOR, AND ANY LOWER TIER SUBCONTRACTORS HAVING A CONTRACT WITH THE BELOW NAMED DBE FIRM

Prime Contractor _____

By: _____ _____
Signature Title

Date: _____

First Tier Subcontractor if Applicable _____

By: _____ _____
Signature Title

Date: _____

Second Tier Subcontractor if Applicable _____

By: _____ _____
Signature Title

Date: _____

Third Tier Subcontractor if Applicable _____

By: _____ _____
Signature Title

Date: _____

DBE Contractor _____

By: _____ _____
Signature Title

Date: _____

ATTACHMENT 4.4.2

KEY PERSONNEL RESUME FORM

Brief Resume of Key Personnel anticipated for the Project.
a. Name & Title:
b. Project Assignment:
c. Name of Firm with which you are now associated:
d. Years experience: With this Firm ____Years With Other Firms ____Years Please list chronologically your employment history, position and general experience or fields of practice for the last fifteen(15) years:
e. Education: Degree(s)/Year/Specialization:
f. Active Registration: Year First Registered/ Discipline/VA Registration #:
g. Document the extent and depth of experience and qualifications relevant to the Project. 1. *Note your specific responsibilities and authorities for each assignment, not those of the firm.* 2. *Note whether experience is with current firm or with other firm.* 3. *Provide beginning and end dates for each assignment.* **(List at least three (3), but no more than five (5) relevant projects for which you have performed a similar function.)**

ATTACHMENT 4.4.3

State Project No. 0029-029-128

SCC and DPOR Information - Individuals

Offerors shall complete the table and include the required state registration and licensure information. By completing this table, Offerors certify that their team complies with the requirements set forth in Section 4.2.5 and that all individuals listed are active and in good standing.

DPOR INFORMATION FOR INDIVIDUALS (RFP Sections 4.4.3.1 and 4.4.3.2)						
Business Name	**Individual's Name**	**Office Location Where Professional Services will be Provided (City/State)**	**Individual's DPOR Address**	**DPOR Type**	**DPOR Registration Number**	**DPOR Expiration Date**

ATTACHMENT 11.7.1

ESCROW PROPOSAL DOCUMENTS CHECKLIST

Project Name: ROUTE 29 BRIDGE OVER LITTLE ROCKY RUN
Contract ID Number: C00077322DB52

- Format:

  - ☐ Usual cost estimating format as long as information is clearly presented and ascertainable

  - ☐ Submitted in the language (i.e., English) of the Specifications

- Subcontractors

  - ☐ If Offeror's Proposal is based upon subcontracting any part of the work, each subcontractor whose total subcontract price exceeds ten percent (10%) of the Total Proposal Price proposed by the Offeror, shall provide separate Escrow Documents to be included with those of the Offeror. Such documents shall be opened and examined in the same manner and at the same time as the examination described above for the highest-scored Offeror.

- Cost Items (All costs shall be identified)

  - ☐ Clearly itemizes the estimated costs of performing the work of each item contained in Offeror's schedule of values.

  - ☐ Cost items shall be separated into sub-items as required to present a detailed cost estimate and allow a detailed cost review.

☐ Includes estimates for:

- design professionals and consultants itemized by discipline both for development of the design
- all quantity take-offs
- crew size and shifts
- equipment
- calculations of rates of production and progress
- copies of quotes from subcontractors and suppliers
- memoranda, narratives, drawings and sketches showing site or work area layouts and equipment
- add/deduct sheets
- geotechnical reviews and consultant reports
- all other information used by the Offeror to arrive at the prices contained in the Proposal.

☐ Broken down into estimate categories for each bid items such as direct labor, repair labor, equipment ownership and operation, expendable materials, permanent materials and subcontract costs as appropriate. Plant and equipment, indirect costs, bond rates and calculations, insurance costs and financing should be detailed.

☐ Allocation of indirect costs, contingencies, and mark-up shall be identified.

☐ For cost items amounting to less than $10,000, estimated unit costs are acceptable without a detailed cost estimate, provided that labor, equipment, materials and subcontracts, as applicable, are included, and provided that indirect costs, contingencies, and mark-up, as applicable, are allocated.

ATTACHMENT 11.7.9
ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("Agreement") is made and entered into as of _____, 20__, by and among the Virginia Department of Transportation ("Department"), _____("Offeror") and **Sun Trust Bank** ("Escrow Agent") with reference to the following facts:

WHEREAS, Department has issued a Request for Proposals dated **[*Month Day, Year*]** ("RFP") for the completion of the **[*Project Name*]**, in [***City/ County***], Virginia ("Project); and

WHEREAS, Offeror has submitted to Department a proposal ("Proposal") in response to the RFP; and

WHEREAS, as part of the Proposal, Offeror is submitting one copy of all information regarding the assumptions made in developing the Proposal, as required under Part 1, Section 11.7 of the RFP, in one (1) separately sealed and labeled boxes ("EPDs"); and

WHEREAS, Department and Offeror wish to employ the services of Escrow Agent to act as the escrow holder with regard to the EPDs for the limited purposes set forth below, and Escrow Agent has agreed to serve as such escrow holder under the terms and conditions provided in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Deposit. Offeror hereby deposits with Escrow Agent the EPDs. Escrow Agent hereby acknowledges receipt of such EPDs, and such EPDs shall be held in escrow under the terms and conditions of this Agreement.

2. Holding of EPDs. Escrow Agent shall hold the EPDs in escrow in a designated are on the premises of Escrow Agent located at **919 East Main St., 7th Floor, Richmond, VA 23219** on a confidential basis. The EPDs shall be stored in an area which is locked at all times. No third party, including the employees of Escrow Agent, shall be allowed access to any of the EPDs except as provided in Section 3 hereof, although this shall not preclude employees of Escrow Agent from having access to the locked area for other purposes.

3. Review of EPDs. Escrow Agent shall provide facilities for joint review of the EPDs by representatives of Department and Offeror in accordance with the terms of the RFP, upon at least one business days' advance notice.

4. **Release of EPDs**. Escrow Agent shall release the EPDs as follows:

(a) Escrow Agent shall release the EPDs to Offeror, and Offeror shall pick up the EPDs at Offeror's expense, upon deliver by Department of a certificate certifying the Department has entered into a Design-Build Contract with another Offeror (the "Contractor") and that all EPDs of other Offerors are to be released.

(b) Escrow Agent shall release the EPDs to the Design-Builder and Department for delivery and retention to the Department as set forth in the Design-Build Contract at such time as it is notified by Department and the Design-Builder.

5. **Representation and Warranty**. Offeror represents and warrants to Department that, prior to delivery of the EPDs to Escrow Agent, the EPDs were personally examined by an authorized representative of Offeror and that they constitute all the documentation and information used in the preparation of the Proposal.

6. **Rights of Escrow Agent**. If conflicting demands are made or notices served upon Escrow Agent with respect to this escrow, the parties hereto expressly agree that Escrow Agent shall have the absolute right at its election to do any of the following:

(a) withhold and stop all further proceedings in, and performance of, this escrow;

(b) file a suit in interpleader and obtain an order from the court requiring the parties to interplead and litigate in such court their several claims and rights amongst themselves, or

(c) deliver all EPDs with seals intact to another location to be selected by Department within thirty (30) days after Escrow Agent delivers notice thereof to Department.

7. **Fees**. Offeror shall be responsible for any escrow fees. If Offeror fails to pick up the EPDs under Section 4(a), Offeror shall pay any fees accruing thereafter.

8. **Notices**. All notices which may be or are required to be given or made by either party hereto to the other shall be in writing. Such notices shall be either personally delivered or sent by registered mail, postage prepaid, to:

If to the Offeror:

_____
_____
_____
Attention: _____

If to Department:

Virginia Department of Transportation
1401 East Broad St.
Richmond, VA 23219
Attention: [***PM-APD***]

If to Escrow Agent:

Sun Trust Bank
919 East Main St., 7th Floor
Richmond, VA 23219
Attention: Emily J. Hare

or to such other addressees and such other places as any party hereto may from time to time designate by written notice to the others.

9. **Counterparts**. This Agreement may be executed in one or more counterparts, all of which together shall be deemed an original.

10. **Headings**. The title headings of the respective paragraphs of this Agreement are inserted for convenience only, and shall not be deemed to be part of this Agreement or considered in construing this Agreement.

11. **Governing Law**. The laws of the Commonwealth of Virginia, excluding its conflict of laws, shall govern this Agreement.

12. **Attorneys' Fees**. If either Department or Offeror commences or engages in any action by or against the other party directly or indirectly arising out of or in connection with this Agreement, the prevailing party shall be entitled to have and recover from the losing party reasonable attorneys' fees and other costs incurred in the action and in preparation for said action and any subsequent appeal. All parties agree to indemnify and hold Escrow Agent harmless from and against all costs, expenses, and reasonable attorneys' fees in connection with any such action.

IN WITNESS WHEREOF, the parties hereto, each intending to be legally bound by this writing, have caused this Agreement to be executed the date first above written.

VIRGINIA DEPARTMENT OF TRANSPORTION

By: _____

Name: Jeffrey A. Roby
Title: Design-Build Program Manager

OFFEROR

By: _____

Name: _____
Title: _____

The escrow provided for this Agreement is hereby accepted by Escrow Agent.

Sun Trust Bank:

By: _____
Name: _____
Title: _____

Critical Infrastructure Information (CII)
Sensitive Security Information (SSI)
Individual Non-Disclosure Agreement

Code of Virginia §36-105.3 and §44-146.22 and 49 CFR Part 1520 stipulates instituting procedures to ensure the safe storage and secure handling of information that should be protected and not disclosed. VDOT CII/SSI includes such information and is not subject to disclosure under FOIA (reference Code of Virginia §2.2-3705.2).

Disclosure of CII/SSI in any manner that permits interception by unauthorized persons is prohibited. CII/SSI may not be released to persons without a need-to-know except with written permission from VDOT (see *Handling CII/SSI* on page 3). CII/SSI includes information marked as such or other information relating to VDOT security or protected systems (see *Guide to Identifying Possible CII* on page 4).

All documents and materials provided are the sole and exclusive property of VDOT. They may not be modified, reproduced, republished, redistributed or presented for sale, completely or in part, and doing so may result in severe civil and criminal penalties. All documents and materials provided are only to be used in conjunction with contract or project # _____.

As an employee of (or contractor to) _____ I understand that:

1. Certain information which I will receive from Virginia Department of Transportation (VDOT) may contain CII/SSI.
2. I may learn of or have access to some or all of this information through a computer system or through my employment activities.
3. CII/SSI is valuable and sensitive and is protected by law and by strict VDOT policies. The intent of these laws and policies is to assure that CII/SSI will remain confidential - that is, it will be used only as necessary to accomplish VDOT's mission.
4. I have no right or ownership interest in any CII/SSI referred to in this Agreement.
5. Willful violation of this agreement may subject me to discipline which might include, but is not limited to, termination of employment or further VDOT related work and to legal liability.
6. I am obligated to protect this information from unauthorized disclosure in accordance with the terms of this agreement.
7. Unauthorized disclosure of CII/SSI could compromise safety and security of persons and is prohibited.
8. My execution of this agreement shall not nullify or affect in any manner any other agreement, non-disclosure or otherwise, which I have executed or may execute with VDOT or the Commonwealth of Virginia.
9. My obligations with respect to the confidentiality and security of all CII/SSI disclosed to me shall survive the termination of any agreement or relationship with VDOT.
10. I am required to conduct myself in a strict conformance to applicable laws and VDOT policies governing CII/SSI (see *Handling CII/SSI* on page 3).
11. VDOT may at any time revoke my authorization allowing access to CII/SSI.

Accordingly, as a condition of and in consideration of my access to CII/SSI, I agree that:

1. I will only access CII/SSI for which I have a need-to-know
2. I will use any CII/SSI that I obtain only as needed by me to perform my legitimate VDOT related duties.
3. I will not in any way divulge, copy, release, sell, loan, review, alter or destroy any CII/SSI except as properly authorized within the scope of my professional VDOT activities

Last Name, First name: _____

4. I will safeguard the confidentiality of all CII/SSI at all times.
5. I will safeguard and will not disclose my access code or any other authorization I have that allows me to access CII/SSI and I accept responsibility for all activities undertaken using my access code and other authorization.
6. I will be responsible for my misuse or my wrongful disclosure of CII/SSI and for my failure to safeguard my access code or other authorization access to CII/SSI.

Each provision of this agreement is severable. If any administrative or judicial tribunal should find any provision of this agreement to be unenforceable, all other provisions shall remain in full force and effect.

I make this agreement in good faith, without mental reservation or purpose of evasion.

Printed name of Individual Staff Member	Date
Company Name	Phone Number
Company Address	Fax Number
Company City, State, Zip	E-mail Address
Signature of Individual Staff Member	

Authorized Agent for Company (person who signed the Company Agreement):

Printed Name of Authorized Agent	Title
Signature of Authorized Agent	Phone Number
VDOT Contact Name	

Return copy of signed agreement to _____.

(Retain this page and the next for reference)

Handling CII/SSI

You are responsible for safeguarding Critical Infrastructure Information/Sensitive Security Information (CII/SSI) in your custody or under your control.

The extent of protection afforded CII/SSI shall be sufficient to reasonably foreclose the possibility of its loss or compromise.

The terms of this clause (*Handling CII/SSI*), including this paragraph, must be included in any dissemination of any document, in whole or in part, that contains CII/SSI.

Protection - CII/SSI shall be protected at all times, either by appropriate storage or having it under the personal observation and control of a person authorized to receive it. Each person who works with protected CII/SSI is personally responsible for taking proper precautions to ensure that unauthorized persons do not gain access to it.

Use and Storage - During working hours, reasonable steps shall be taken to minimize the risks of access to CII/SSI by unauthorized personnel. After working hours, CII/SSI shall be secured in a secure container, such as a locked desk, file cabinet or facility where contract security is provided.

Reproduction - Documents or material containing CII/SSI may be reproduced to the minimum extent necessary consistent with the need to carry out official duties provided that the reproduced material is marked and protected in the same manner as the original material.

Disposal - Material containing CII/SSI shall be disposed of by any method that prevents unauthorized retrieval (e.g. shredding, burning, returning to original source, etc.).

Transmission - CII/SSI shall be transmitted only by VDOT courier, US first class, express, certified or registered mail, or through secure electronic means.

Critical Infrastructure Information (CII)
Sensitive Security Information (SSI)
Individual Non-Disclosure Agreement

Things to consider regarding the need to protect CII/SSI…

- What impact could the information have if it was inadvertently transferred to an unintended audience?
- Does the information provide details concerning security procedures and capabilities?
- Could someone use the information to target personnel, facilities or operations?
- How could someone intent on causing harm misuse the information?
- Could the use of this information be dangerous if combined with other publicly available information?

Before looking at the Guide, answer the following:

Is the information customarily public knowledge? (Information that is accessible to the general public if there has been no deliberate attempt to keep it hidden or secret.)	
Does the general public have a need-to-know? (Access to, or knowledge or possession of, specific information required to carry out official duties) (Note: Contractors should be considered employees, not general public.)	
If **"yes"** to either, then it is **not** CII/SSI otherwise, continue to the guide.	X

Guide to Identifying Possible CII/SSI		
If the item under consideration shows, describes or is listed below, it might be CII/SSI.		**Y/N**
1	Information, the disclosure of which would jeopardize the safety or security of any person or structure, including engineering and construction drawings and plans that reveal: • Critical structural components • Ventilation systems • Elevators • Mandatory building emergency equipment or systems • Security equipment and systems • Fire protection equipment • Telecommunications equipment and systems • Electrical systems • Other utility equipment and systems *(COV § 2.2-3705.2 (2))*	
2	Documentation or other information that describes the design, function, operation or access control features of any security system, manual or automated, used to control access to or use of any automated data processing or telecommunications system. *(COV § 2.2-3705.2 (3))*	
3	Plans and information to prevent or respond to terrorist activity, the disclosure of which would jeopardize the safety of any person, including: • Critical infrastructure sector or structural components • Vulnerability assessments • Operational, procedural, transportation, and tactical planning or training manuals • Staff meeting minutes or other records Engineering or architectural records or portions of, that reveals the location or operation of: • Security equipment and systems • Ventilation equipment and systems • Emergency equipment and systems • Utility equipment and systems • Elevator equipment and systems • Fire protection equipment and systems • Electrical equipment and systems • Telecommunications equipment and systems The same categories of records submitted to us for the purpose of antiterrorism response planning if accompanied, in writing, a statement that: • Invokes the protection of §2.2-3705.2 • Specifically identifies the records or portions thereof which are to be protected • States why the protection of such records from public disclosure is necessary *(COV § 2.2-3705.2 (4))*	
4	Information including (drawings, manuals, or other records) which reveals: • Surveillance techniques • Personnel deployments • Alarm or security systems or technologies • Operational and transportation plans or protocols *(COV § 2.2-3705.2 (6))*	
5	Information concerning threats against transportation. *(USC 49 CFR 1520 (5))*	

Form C-48
Rev. 2-23-11

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

SUBCONTRACTOR/SUPPLIER SOLICITATION AND UTILIZATION FORM (ALL BIDDERS)

PROJECT NO. 0029-029-128 **CONTRACT I.D. NO.** _____

FHWA NO. BR-5401(896) **DATE SUBMITTED** _____

All bidders, including DBEs bidding as Prime Contractors, shall complete and submit the following information as requested in this form within ten (10) business days after the opening of bids.

The bidder certifies this form accurately represents its solicitation and utilization or non-utilization, as indicated, of the firms listed below for performance of work on this contract. The bidder also certifies he/she has had direct contact with the named firms regarding participation on this project.

BIDDER _____ **SIGNATURE** _____

TITLE _____

SUBCONTRACTOR/SUPPLIER SOLICITATION AND UTILIZATION (ALL)

VENDOR NUMBER	NAME OF SUBCONTRACTOR/SUPPLIER	TELEPHONE NUMBER	DBE OR NON-DBE	UTILIZED (Y/N)

NOTE: ATTACH ADDITIONAL PAGES, IF NECESSARY.

BIDDER MUST SIGN EACH ADDITIONAL SHEET TO CERTIFY ITS CONTENT AND COMPLETION OF FORM.

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PART 2

TECHNICAL INFORMATION & REQUIREMENTS

1.0 DESIGN-BUILDER'S SCOPE OF WORK

1.1 Project Description

The Project is located in Fairfax County, Virginia, along Route 29 (Lee Highway) between Pickwick Road and Union Mill Road. The purpose of this Project is to replace the structurally deficient bridge on Route 29 over Little Rocky Run with a 6-lane bridge and approaches. Pedestrian access will be provided on the proposed bridge with a shared use path on the south side of the bridge and a sidewalk on the north side.

The Project includes, among other things the Design and Construction of : (a) the Route 29 Bridge over Little Rocky Run, including parapets, fixed object attachments and guardrail, (b) widening and reconstruction of Route 29, (c) pedestrian facilities, (d) right of way acquisition, (e) drainage, (f) signing and pavement marking, (g) storm water management, (h) Traffic Management Plan, (i) erosion and sediment control, and (j) utility relocations within the Project limits.

1.2 Anticipated Design Services

Design services shall address all items necessary for construction and operation of the completed facility. Design services are anticipated to include but are not limited to: surveying, roadways, drainage, structures, pedestrian facilities, stormwater management, erosion and sediment control, temporary traffic control devices and Transportation Management Plan, pavement markings, signs, and guardrail. Other data collection and technical studies anticipated include, but are not limited to: further traffic analysis for signal operations, geotechnical investigation, borings and analysis, materials analysis, pavement design, foundation design, additional environmental studies, and hydraulic and hydrologic analysis. Offerors should note that all work performed on this Project shall be completed using English Units.

1.3 Anticipated Environmental Services

Environmental services shall address all items necessary for complying with the commitments identified in the November 19, 2009 Programmatic Categorical Exclusion ("PCE") (included in the RFP Information Package). The Design Builder shall acquire all water quality permits for the Project in the Design-Builder's name (i.e. the Design-Builder will be the "Permitee") and shall provide for any necessary stream and/or wetland compensation required by permits to accomplish the work.

The Design-Builder will comply with all environmental commitments during design and construction as identified in the NEPA decision documents. This includes any NEPA related work such as the Document Re-evaluation for Right of Way Authorization, Document Re-evaluation for Plans, Specifications and Estimates Authorization, and Environmental

Certification/Commitments Checklist (all of which are included in the RFP Information Package).

The Design-Builder shall obtain all necessary environmental clearances and/or construction permits required to accomplish the work as noted in the Part 4, General Conditions of the Contract, Section 2.3. The Design-Builder will be the Permitee. The Design-Builder shall be responsible for performing necessary design and field investigations required to support acquisition of necessary water quality permits through the appropriate regulatory agencies.

The Design-Builder will be responsible for compliance with pre-construction and construction-related environmental commitments and will be responsible for compliance with pre-construction, construction-related permit conditions, as well as post-construction monitoring if required by regulatory agencies. The Design-Builder will assume all obligations and costs incurred by complying with the terms and conditions of the permits and environmental certifications. Any fines associated with environmental permit or regulatory violations will be the responsibility of the Design-Builder.

Any changes in scope proposed by the Design-Builder that are acceptable to VDOT may require additional environmental technical studies and analysis. The Design-Builder will be responsible for any additional environmental studies or analysis to support the Design-Builders proposed changes in scope. VDOT will be responsible for the preparation of NEPA document reevaluations to address those changes.

1.4 Anticipated Right-of-Way and Utilities

The Offeror's proposed design should be wholly contained within proposed right of way limits indicated in the RFP Plans, with the exception of temporary construction and permanent drainage and utility easements. Deviations from the proposed right of way limits shown on the RFP Plans will be subject to VDOT approval. It will be the responsibility of Design-Builder to coordinate directly with the affected property owners to acquire such right of way. The Design-Builder shall be responsible for assuming all risks associated with exceeding such right of way limits including any public hearings that may be required. No modifications to the Contract Price or Contract Time(s) will be granted or considered for deviating from the right of way limits as shown on the RFP Plans. All right of way acquisition costs (compensation paid to landowners for right of way or easements) will be paid by VDOT, and shall not be included in the Offeror's Price Proposal.

The Design-Builder's services shall include all work necessary to perform utility coordination, relocations, and/or adjustments as required by the Project. All costs for utility relocations, excluding betterments, shall be included in the Offeror's Proposal Price. Utility betterments shall not be included in the Offeror's Proposal Price but shall be reimbursed to the Design-Builder through agreement with the requesting utility owner. Betterments must be requested by and/or approved by the affected utility owner.

1.5 Anticipated Construction Services

Construction services are anticipated to include, but are not limited to: earthwork, roadway, bridge and structures (including all necessary excavation, foundation work, substructure work, and superstructure work), milling and overlay of the existing pavement, demolition and removal of existing structures, drainage, utility relocations/adjustments and coordination, storm water management, Transportation Management Plan, traffic control devices, erosion and sediment control and compliance with all environmental requirements, commitments and permit conditions. The Design-Builder shall provide construction engineering inspection and management, quality assurance and quality control, including plant quality assurance inspection and testing, but excluding items listed under Section 2.13.2 below.

2.0 PROJECT TECHNICAL INFORMATION & REQUIREMENTS

2.1 References and Information

The design, right of way acquisition and construction work for the Project shall be performed in accordance with the applicable federal and state laws and VDOT Standards, Specifications and Reference Documents to include, but not limited to the documents listed herein. The Design-Builder must verify and use the latest applicable version of the documents listed herein that were current as of the advertisement date of the RFP, or latest RFP addendum, for this Project. The Design-Builder must meet or exceed the minimum roadway design standards and criteria.

2.1.1 Standards and Reference Documents

If during the course of the design, the Design-Builder determines that a specific Standard, Specification or Reference Document is required but is not listed herein, it is the responsibility of the Design-Builder to identify the pertinent Standard, Specification or Reference Document and submit it to VDOT for review and approval before it is included in the Contract Documents.

The VDOT 2007 Road and Bridge Specifications, and its associated Special Provision Copied Notes, Special Provisions, and Supplemental Specifications, contain pricing language under sections entitled “Measurement and Payment” that is not applicable in the Design-Build context of this RFP. Thus, in accordance with the hierarchy of documents, the Design-Builder will refer to the Part 3 Articles 6 and 7, Part 4 Article 6 and the applicable portions of the Division I Amendments (Part 5) to the Standard Specifications for more information regarding the pricing and payment to the Design-Builder. Similarly, other references below which contain pricing methodologies for the “Contractor” shall likewise not be used. The requirements as described in the text of Part 2 herein take precedence over the referenced documents listed below, unless otherwise indicated.

The standards and references for the Project are listed below in the following order: (a) Standards and Specifications; (b) Reference Manuals; (c) Special Provisions List including Special Provisions, Special Provision Copied Notes and Supplemental Specifications. Items (a) and (b) are published references that are available publicly, for which copies are largely not provided to the Offerors in this RFP package, but these items are to be used as manuals for design and construction. Item (c) is included with the RFP Information Package for the ease of the Design-Builder’s reference.

<u>(a) Standards and Specifications</u>

- VDOT Drainage Manual, Revised 2011 (including current Errata Sheet)
- VDOT Hydraulic Design Advisories (all current)
- VDOT CADD Manual (Version 2009) (including 2010 revisions)
- VDOT Construction Manual (2005) (including July 2008 revisions)

- VDOT Post Construction Manual (May 2011)
- VDOT Construction Inspection Manual (April 2008)
- VDOT Traffic Engineering Design Manual (2011)
- VDOT Right-of-Way Manual of Instruction (January 2011) including July 2011 revisions
- VDOT Utilities Manual of Instruction (January 2011) including February 2011 revisions
- VDOT Appraisal Guidelines
- VDOT Current Land Use Permit Manual
- VDOT Policy Manual for Public Participation in Transportation Projects (updated August 2011)
- VDOT Instructional & Information Memoranda ("I&IM"), All Divisions
- VDOT Policy for Integrating Bicycle and Pedestrian Accommodations
- VDOT Road and Bridge Standards, Vol. 1 and Vol. 2 (2008) including all revisions through April 2012
- VDOT Road and Bridge Specifications (2007), (all except Section 100) including all revisions
- VDOT Guardrail Installation Training Manual ("GRIT") May 2011
- VDOT Road Design Manual, Vol. I, including all revisions
- VDOT Guidelines for 1993 AASHTO Pavement Design, Revised – May 2003
- VDOT Survey Manual (2010 Edition) including 2011 revisions
- VDOT Manual of Instructions for Material Division including revisions through April 2012
- VDOT Manual of Structure and Bridge Division, Vol.V Series
- VDOT 2011 Virginia Work Area Protection Manual 2011
- Project Management Policy PMO-Policy-2011-1, dated July 1, 2011
- VDOT Traffic Engineering Division Numbered Memoranda (TE and MM)
- VDOT Materials Division Approved List
- VDOT's Minimum Requirements for Quality Assurance & Quality Control on Design Build and Public-Private Transportation Act Projects (January 2012)
- VDOT Materials Division Memorandum Number MD299-07 for Materials Acceptance – October 4, 2007
- VDOT Asbestos Inspection Procedures, dated May 4, 2004
- VDOT Asbestos Project Monitoring and Clearance Air Monitoring Procedures, dated May 14, 2004
- VDOT Post Award Scheduling Guide Release 2, July 2008
- VDOT Field Guide for Partnering, November 2005
- AASHTO LRFD Bridge Design Specifications, 6th Edition (2012); and VDOT Modifications
- AASHTO LRFD Bridge Construction Specifications, 3rd Edition, 2011 Interim Revisions, Single User Digital Publication

- AASHTO Manual of Bridge Evaluation, 2nd Edition,2010, including current interims
- VDOT Guidelines for the Structural Coordination of Design-Build Projects administered by the Department Structure and Bridge Division, April 2008
- AASHTO A Policy on Geometric Design of Highways and Streets, 2001 and 2004
- AASHTO Guide for Design of Pavement Structures (Rigid Pavement and Flexible Pavement) (1993 Edition)
- AASHTO Guide Design Specifications for Bridge Temporary Works, 1st Edition 1995, 2008 Interim
- AASHTO Construction Handbook for Bridge Temporary Works, 1st Edition 1995, 2008 Interim
- AASHTO Guide for Roadway Lighting Design (2005)
- AASHTO Roadside Design Guide (2006)
- AASHTO Guide for the Development of Bicycle Facilities (1999)
- AASHTO Guide for the Planning, Design, and Operation of Pedestrian Facilities (2004)
- AASHTO Manual for Assessing Safety Hardware, First Edition (2009)
- AASHTO Highway Safety Manual, First Edition (2010)
- NCHRP Report 350 Recommended Procedures for the Safety Performance Evaluation of Highway Features
- USDOT FHWA Standard Highway Signs and Markings (2004) and current interim releases
- FHWA 23 CFR 752 Landscaping and Roadside Development
- Guidelines for Context Sensitive Solutions/Design, dated February 25, 2004
- VDOT Memo for Guidance for Planting in the Clear Zone and Landscaping for VDOT Projects, dated November 2, 2000
- IEEE National Electric Safety Code
- IES RP-08-00, American National Standard for Roadway Lighting
- IES RP-19-01, Roadway Sign Lighting
- Corps of Engineers EM-1110-2-1906, Laboratory Soils Testing (1986)
- Engineering Properties of Clay Shales, Report 1 by W. Heley and B. N. McIver
- Approved Retaining Wall Systems List, dated February 25,2011

(b) Reference Manuals

- Bridge Welding Code: AASHTO/AWS-D1.5M/D1.5: 2008, with 2009 AASHTO Interim
- National Electric Code (“NEC”)
- Manual on Uniform Traffic Control Devices (“MUTCD”) (2009)
- Virginia Supplement to MUTCD (2011)
- DCR Virginia Stormwater Management Handbook, Vol. 1 and Vol. 2 (First Edition – 1999)

- DCR Virginia Erosion and Sediment Control Handbook (Third Edition – 1992)
- VA Statewide Fire Prevention Code (referenced in Special Provision for Section 107.11 - Use of Explosives)
- ISEE Blasters Handbook (Current Edition)
- Virginia Test Methods Manual (June 2010)
- Virginia Calibration Methods (October 2008)
- gINT Manual
- ModTag Manual
- Americans with Disabilities Act Accessibility Guidelines for State and Local Government Facilities
- Transportation Research Board Highway Capacity Manual, Fifth Edition (2010)
- DCR Virginia Stormwater Management Program Technical Bulletin 1
  (See http://dcr.state.va.us/soil_and_water/documents/tecbltn1.PDF)
- Duncan, J.M. (April 2000) Factors of Safety and Reliability in Geotechnical Engineering, Journal of Geotechnical and Geoenvironmental Engineering, ASCE, Discussions and Closure August 2001

(c) Special Provisions List, Special Provision Copied Notes and Supplemental Specifications

Federal:

- F01_c100ai03 General Project Requirements_Imperial_
- F02_SP-Project Communication and Decision Making for Design-Build Projects Reissued August 2009
- F03_SP_SS51202 Maintaining Traffic Design-Build Project December 2,2009

Environmental:

- E01_S107E02-0708 Volatile Organic Compounds ("VOC") Emissions Control Areas, August 12, 2010
- E02_S107G01- 0309 Storm Water Pollution Prevention Plan ("SWPPP") General Permit for the Discharge of Stormwater from Construction Activities Contractor and Subcontractor Certification Statement, February 19, 2009
- Special Provision for Management of Petroleum-Contaminated Soil, June 22, 2012

Geotech/Materials:

- M01_S302B00 Restore Existing Pavement 1-14-08
- M02_SPCN c109g03 Polymer Modified (PG 76-22 and PG 70-28) Asphalt Cement Adjustment
- M03_c211gg0-0609 Warm Mix Asphalt Pavement
- M04_c315gg0-0609 Warm Mix Asphalt Pavement
- M04_c248fg0-0708 Surface and Intermediate Mixes using RAP
- M05_SP_Controlled Blasting_4-14-2008
- M06_SP_Elastic _Inclusion_20091124
- M07_SS40402 Hydraulic Cement Concrete Operations

- Special Provisions for Planing Asphalt Concrete Pavement Design-Build Projects, November 2009
- SS20801-1210 Supplemental Section 208, Subbase and Aggregate Base Material, May 7, 2010
- SS21108 Supplemental Section 211, Asphalt Concrete, dated August 3, 2011
- SS21402-0908 Supplemental Section 214, Hydraulic Cement, dated January 28, 2008
- SS21501 Supplemental Section 215, Hydraulic Cement Concrete Admixtures, dated January 28, 2008
- SS21705-0911 Supplemental Section 217, Hydraulic Cement Concrete, dated January 27, 2011
- SS31507, Supplemental Section 315, Asphalt Concrete Placement, dated July 19, 2011
- SS40502-0211 Supplemental Section 405, Prestressed Concrete, dated December 20, 2010
- Special Provision for Micro Tunneling for DB Projects, September 14, 2009
- Special Provision for Jack and Bore for DB Projects, Dated October 13, 2009
- SS24501 Geosynthetics, dated December 9, 2011
- SS40101 Structure Excavation, dated November 16, 2010
- SS40402 Hydraulic Cement Concrete Operations, dated December 17, 2010
- S515B01 Cold Planing Asphalt Opeerations, dated September 27, 2011
- SS515 Planing or Milling Pavement, dated September 27, 2011

Roadway_Drainage:

- R01 SPCN c302h00 Precast Drainage Structures_QCQA
- R02_S302G02 Flowable Backfill
- R03_SU503000A RW Monumentation and Final Boundary Stakeout
- R04_SP_244 Roadside Development Materials_April 29, 2009
- SS23202-1210 Supplemental Section 232, Pipe and Pipe Arches, dated July 29, 2010
- SS30202-0911 Drainage Structures, April 13, 2011
- Special Provision for Section 605 Planting, August 5, 2011
- S504B00 CG-12 Detectable Warn Surface, Reissued July, 2008

Structure_Bridge:

- S01_SPCN-Demolition Notification for Structures Not Requiring Asbestos Removal
- S02_SP_Corrosion Resistant Reinforcing Steel May 18, 2012
- S03_SS41301-0609 Dismantling and Removing Existing Structures or Removing Portions of Existing Structures
- S04_SP_Drilled Shafts for Design Build and PPTA Contracts 20091118
- S05_SP_Dynamic Pile Testing for End Bearing Piles for LRFD for Design Build and PPTA Contracts_20091210
- S06_SP_Dynamic Pile Testing for Friction Piles for LRFD for Design Build and PPTA Contracts 20091210
- S07_SP_Micropiles for Design Build and PPTA Contracts 20100120
- S08_Survey and Vibration Monitoring during Construction 20120214
- S09_Wave Equation Analysis for LRFD for Design-Build and PPTA Contracts 20091210

- S10_Structure Demolition Design Build Project 20100107
- S11_Quality Assurance/Quality Control for the Construction of Deep Foundation Systems for Design-Build and PPTA Contracts 20091210
- Special Provision for Asbestos Removal and NESHAP-Related Demolition Requirements for Structures on Design-Build Projects, dated June 22, 2009
- SS22401, Supplemental Section 224, Castings, dated November 15, 2007
- SS2230AG0 Corrosion Resistant Reinf Steel, dated November 19, 2009

Traffic:

- SS70102-0410 Supplemental Section 701 Traffic Signs January 22, 2009
- T01_S704E02-1211 Type B, Class VI Pavement Line Marking Tape October 21, 2011
- T02_S704F01-1209 Transitory Pavement Markers (TPM) December 14,2009
- T03_c510am1-1010 Locating, Removing and Disposing of Recessed Pavement Markers and Raised Snow-Plowable Markers
- T04_cu512003a Uniformed Flaggers 9-29-08a(SPCN)
- T05_S504B00-0708 CG-12 Detectable Warning Surface
- T06_Emergency Preemption Equipment Design-Build Projects December 2,2009
- T07_Preformed Thermoplastic Pavement Markings November 29,2011b
- T08_S704GM2-1211 Replacement of Pavement Line Markings, Pavement Markers, and Loop Detectors September 27,2011
- T09_Square Tube Steel Sign Posts March 3, 2008
- T10_S704M02-1211 Temporary Construction and Permanent Pavement Markings November 8,2011
- T11_SS70301-0609 Supplemental Section 703-Traffic Signals
- Special Provision for Accessible Pedestrian Signal Equipment, May 2, 2011
- SS23802-0609 Supplemental Section 238, Electrical and Signal Components, dated March 4, 2008
- SS24701-0611 Supplemental Section 247, Reflective Sheeting, dated February 10, 2011
- SS70003-0609 Supplemental Section 700, General, dated June 9, 2008
- SS70401-1211 Supplemental Section 704, Pavement Markings and Markers, dated October 14, 2011
- S704E02 Ty B-Class VI Pavement Line Marking, dated October 21, 2011

General:

- G01_SPCN_cu105000a Personnel Requirements for Work Zone Traffic Control 6-11-09a
- G02_SP_514_Field Office Design-Build Projects_20091124
- G03_SP_Section105 02_Plans and Working Drawings June 13, 2007
- G04_SP_Clearing and Grubbing November 15,2006
- G05_SP_Work Zone Traffic Control Management Design-Build Projects Rev November 2009
- G07_SS52200-0708_Partnering Design-Build Projects December 2,2009
- G08_SP_DBTrackingNumbers_20091208

- SS1D013 Special Provision for 2010 Division I Amendments to the Standard Specifications, General Provisions for Design-Build Contracts Between Department and Design-Builder, dated May 25, 2012
- SPCN c105hf1-0309 Subcontracting, December 19, 2008

The above list of Special Provisions is not intended to be an all-inclusive list. The Design-Builder is responsible for achieving the Work in accordance with all current VDOT standards as of the date of the RFP issuance, including any revisions and/ or addenda thereof. If a construction element is not adequately addressed within VDOT Standard Specifications or the Special Provisions listed for the purpose of the Design-Builders design, it is the responsibility of the Design-Builder to develop an alternative specification that is acceptable to VDOT for that element of work.

In the event of a discrepancy between VDOT and non-VDOT Standards and References listed herein, the VDOT Road and Bridge Specifications, design standards, and manuals shall take precedence, with the following exception. If AASHTO or the MUTCD require that a higher or better standard be applied, then AASHTO and/or the MUTCD shall take precedence.

Supplemental Specifications included in this contract document shall govern over the VDOT specifications, design standards and manuals. Special Provisions included in this contract document or other applicable Special Provisions approved by VDOT shall govern over Supplemental Specifications, the VDOT specifications, design standards and manuals. Special Provision Copy Notes approved by VDOT and requirements specified within the text of this RFP shall govern over Special Provisions, Supplemental Specifications and VDOT specifications, design standards and manuals.

Within the conceptual design presented in the RFP Information Package, VDOT identified one design waiver that will be required to implement the desired type of structure on the Urban Principal Arterial system. This design waiver is being processed by VDOT, and the approved design waiver will be made available to the Design-Builder. Although none is anticipated, should the Offeror's Design Concept require any design exceptions and/or additional waivers, the costs for preparing and processing such exceptions and/or waivers (in accordance with I&IM LD 227, S&B 70) shall be included in the Offeror's Price Proposal. The Offeror shall assume that any design waivers and/or design exceptions that are justified and can be mitigated, if appropriate, will be approved by VDOT for the purposes of preparing their bid. Any schedule delays as a result of the approval process are the responsibility of the Design-Builder.

2.1.2 RFP Information Package

An RFP Information Package CD-ROM will be provided to the point of contact for each short listed firm. The RFP Information Package includes the following:

- Special Provisions List: Special Provisions, Special Provision Copied Notes and Supplemental Specifications
- RFP Conceptual Plans including electronic reference files

- Proposed Bridge Replacement Rte. 29 (Lee Highway) over Little Rocky Run-Preliminary Structure Report, Plans and Estimates, updated June 6, 2012
- Rte. 29 Bridge Replacement over Little Rocky Run – Bridge Hydrologic and Hydraulic Analysis Report (PFI Stage), dated November, 2009
- VDOT Permit Determination, dated April 30, 2012
- Programmatic Categorical Exclusion ("PCE"), dated November 19, 2009
- Document Re-evaluation for Plans, Specifications and Estimates ("PS&E") Authorization, dated March 1, 2012
- Environmental Certification/Commitments Checklist, dated. May 3, 2012
- VDOT Hazardous Materials Summary Report dated January 21, 2011
- Air Quality Analysis Report dated February 2012
- Geotechnical Engineering Data Report, dated June 21, 2012
- Stormwater Management Report
- Preliminary Hydraulic and Hydrologic Study dated November 4, 2009
- Public Hearing Transcript
- Design Approval
- Value Engineering Report

Requirements described in the Technical Requirements (Part 2 of the RFP) shall supersede information included in the RFP Information Package including the information depicted on the RFP plans. In the event that there is a discrepancy between the RFP plans (or other information included in the RFP Information Package) and the Technical Requirements (Part 2 of the RFP) herein, the Technical Requirements (Part 2 of the RFP) shall take precedence.

2.2 Roadway

The roadway inventory information and major roadway design criteria are summarized in the Design Criteria Table (Attachment 2.2). Offerors are on notice that the entirety of the information contained in the Design Criteria Table and Section 2.2 of Part 2, including but not limited to the design criteria, and other notes and data, contain the minimum roadway geometric design requirements that the Design-Builder shall meet in its performance of the Work. By submitting its Proposal, Offeror certifies that the Project Concept presented in its Proposal is fully compliant with such minimum requirements. Unless otherwise approved by VDOT, no changes to or deviation from the listed criteria shall be allowed. Any schedule delays as a result of changes or deviation are the responsibility of the Design-Builder.

Functional Classification

Route 29 is classified as an Urban Principal Arterial. The VDOT geometric design standard that will be utilized for Route 29 will be GS-5 with curb and gutter and a minimum design speed of 50 mph. The Route 29 improvements begin approximately 0.2 miles east of Pickwick Road and continue to the intersection of Route 29 with Union Mill Road/Centreville Farms Road. Typical sections for Route 29 are provided in the RFP plans and generally consist of six (6) travel lanes (three northbound and three southbound) with an outside lane widths of 15 feet in each direction. A sidewalk that is five (5) feet wide along with a four (4) feet wide buffer

from the back of curb will be provided along the southbound side of Route 29 and a paved Shared Use Path that is ten (10) feet wide along with an eight (8) feet wide buffer from the back of curb will be provided along the northbound side of Route 29 throughout the Project Limits.

All intersections shall be designed to accommodate, as a minimum, an AASHTO WB-50 design vehicle.

The Design-Builder shall make reasonable effort, satisfactory to VDOT, to ensure that the number of parking spaces is maintained on the Tree of Life Bible Church property when construction is completed.

2.3 Proposed Bridge Replacement over Little Rocky Run (B608)

2.3.1 General Requirements

A bridge is required at the crossing of Route 29 over Little Rocky Run. This bridge is to be designed to meet the hydraulic opening requirements as specified in Section 2.7.2, and the minimum lengths and widths indicated in the RFP Plans.

Construction of the proposed bridge and demolition of the existing bridge shall be staged as necessary to maintain two travel lanes of Route 29 in each direction at all times, maintain pedestrian traffic on at least one side at all times, and to meet other requirements in accordance with the approved Traffic Management Plan developed by the Design-Builder. A demolition and erection plan shall be developed by the Design-Builder and submitted to VDOT for review and approval prior to proceeding with final design. The demolition and construction of the existing and proposed bridge shall in no way impact the Verizon duct bank running along Route 29. Substructure elements shall be designed and detailed to span over the duct bank to the satisfaction of Verizon. (See Section 2.12 for additional information regarding utilities.)

The proposed bridge shall be designed using AASHTO LRFD Bridge Design specifications, 6th Edition, 2012; VDOT Modifications (IIM-S&B-80) and Additional Foundation Criteria (Attachment 2.3).

The Design-Builder is prohibited from any deviation from any of VDOT's bridge standards without allowance granted in this document or prior written approval from VDOT. VDOT's Standard Details, including VDOT Design Aids, are available from the VDOT website at http://www.virginiadot.org/buisness/bridge-manuals.asp. These standards, design aids and typical details shall be used to the maximum extent possible in the development of the plans. Future wearing surface loads and construction tolerance loads shall be utilized in accordance with IIM-S&B-80.

The proposed structures shall utilize low permeability concrete in accordance with the Special Provision for Low Permeability Concretes for Design-Build Projects.

Corrosion Resistant Reinforcing Steel shall be utilized in accordance with VDOT IIM-S&B-81. Plain deformed reinforcing steel bars shall conform to ASTM A615 Grade 60. Epoxy coated reinforcing steel shall not be used.

2.3.2 Bridge Layout

A preliminary type, size and location plan, including erection plan, of the proposed bridge shall be submitted by the Design-Builder to VDOT for review and approved prior to proceeding with final design. Bridge type and layout shall be based on reducing long term maintenance costs for VDOT. The use of continuous span units and jointless bridge design technology shall be utilized in accordance with VDOT S&B Manual – Vol. V Part 2, Chapter 17 (latest revision).

The bridge shall have a minimum nominal bridge length of 156’-0” measured from end of slab to end of slab at abutments along the construction baseline and have a maximum of three spans. The typical section of the bridge shall be designed to accommodate the approach roadway, pedestrian and multi-use trail facilities as well as any other requirements of the VDOT S&B Manual – Vol. V Part 2, Chapter 6 (latest revision). The minimum cross section requirements indicated in the RFP Plans shall be met.

The bridge shall be designed and constructed so that the piers and/or abutments do not impact the existing location of the natural channel of Little Rocky Run.

A Major Structure Report including foundation recommendations for the proposed bridge shall be submitted for review and approved prior to the submittal of final foundation construction plans and shall be signed and sealed by a Professional Engineer registered and licensed in the Commonwealth of Virginia.

The Design-Builder shall perform a Hydraulic and Hydrologic study for the crossing of Little Rocky Run and incorporate the results into the final bridge drawings in accordance with the VDOT Drainage Manual. This study shall include a scour analysis. A preliminary Hydraulic and Hydrologic study was used to develop the RFP Plans and is included in the RFP Information Package for informational purposes only.

2.3.3 Superstructure

The proposed bridge shall use a superstructure type comprised of adjacent precast concrete slabs or adjacent box beams with a composite concrete deck or a cast-in-place concrete slabs. Cast-in-place voided slabs will not be allowed. The underside of the bridge shall have a flat, continuous bottom surface except at a permissible longitudinal joint. No permanent timber or steel bridge supporting elements of any kind will be acceptable in the proposed structure.

Precast slab elements may be voided or solid. These units shall be designed with a composite concrete deck in accordance with VDOT S&B Manual – Vol. V Part 2, Chapter 12.

The use of high performance concrete (HPC) in precast slab elements in excess of 8,000 psi concrete strength will require the approval of the State Structure and Bride Engineer during final design. The use of HPC for precast slab elements in excess of 10,000 psi concrete strength will not be permitted.

The use of precast reinforced concrete three-sided structures or four-sided multi-cell boxes is not permitted. The use of segmental construction of any kind (post-tensioned box beams, segmental precast and/or balanced cantilever construction, post-tensioned spliced Bulb-T sections) is prohibited.

In accordance with Section 2.5.2.6.3 of the AASHTO LRFD Bridge Design Specifications, Criteria for Span to Depth Ratios and all criteria for deflections shall be mandatory. A live load deflection of L/1000 shall be adhered to for this bridge due to the presence of pedestrian and bicycle facilities.

Structural approach slabs will be required at each end of this bridge. Approach slabs and any sleeper pads shall be constructed to conform to the requirements of the VDOT S&B Manual – Vol. V Part 2 and Part 3.

Adequate drainage for the bridge structure must be provided; in particular, the designed system must be able to control and drain water from the deck. Bridge deck drainage analysis and design shall be performed in accordance with the latest version of FHWA Publication HEC21 – Design of Bridge Deck Drainage and the VDOT Drainage Manual. All deck drainage must comply with both the water quality and water quantity requirements per VDOT guidance documents identified in the RFP, Virginia Stormwater Management Program Regulations, and any specific requirements or commitments identified in Section 2.7.

2.3.4 Substructure

The proposed structure shall be designed to meet all applicable hydraulic requirements, including current FEMA and VDOT guidelines as described in the latest edition of the VDOT Drainage Manual. The Offeror shall deliver to VDOT a final Hydrologic and Hydraulic Analysis and a final Scour Analysis for the proposed bridge design as noted in Section 2.7. These analyses shall be submitted to VDOT for review and approved prior to the commencement of bridge construction.

When spread footings are proposed, the Offeror shall conform to Section 401 of the VDOT Road and Bridge Specifications 2007, Structure Excavation. All pier spread footings shall be embedded into non-scourable material as defined in Section2.7.6. The Design-Builder shall ensure that all recommendations related to the suitability of foundation material for spread footings at the time of construction are made in the field by a geotechnical engineer registered and licensed in the Commonwealth of Virginia. Foundation recommendations for the proposed bridge shall be submitted for review and approved prior to the submittal of final foundation construction plans.

When Drilled Shafts are proposed, the Offeror shall refer to the special provision entitled Drilled Shafts for design and construction requirements.

All foundation elements shall be extended to bear on non-scourable rock. Non-scourable rock is defined as rock with a minimum rock quality designation (RQD) of at least 50%.

This bridge shall use solid wall piers as detailed in the VDOT S&B Manual – Vol. V Part 2, Chapter 15.

2.3.5 Miscellaneous

A VDOT Standard BR27 series railing shall be used on the bridge in accordance with VDOT S&B Manual – Vol. V Part 2 and Part 3. The steel railing shall be galvanized.

No utilities are allowed to be attached the bridge. Future utilities shall be addressed by including 2" diameter conduits on the bridge as shown in the RFP Plans or as approved by VDOT.

2.3.6 Structure Load Ratings

The following structure load ratings analyses and reports will be required to be submitted to VDOT and approved prior to opening the structure to traffic (whether temporary or permanent traffic configuration) and shall represent hold points in the Design-Builder's CPM Schedule:

1. A load rating is required when an existing structure is modified and is intended to carry traffic in a temporary configuration. Load rating shall include changed conditions and loadings, including temporary barrier services.

2. A load rating is required when a newly constructed structure or phased portion of the new structure is intended to carry traffic in a temporary configuration.

3. Load rating of any partial configuration of the existing structure.

4. A Demolition and Temporary Support Plan shall be submitted to VDOT for review and approval prior to the commencement of demolition.

5. A final, As-Built, load rating analysis of the new structure reflecting traffic in its final configuration. This load rating should incorporate any As-Built changes that may have been made, which in the judgment of the Engineer will affect the load rating (e.g., minor changes to stiffener or diaphragm locations may not affect a load rating).

The structure load rating analyses shall be performed in accordance with VDOT Structure and Bridge Division Instructional and Informational Memorandum (I&IM) Number IIM-S&B-86 – Load Rating and Posting of Structures (Bridges and Culverts); and AASHTO Manual of Bridge Evaluation, 2nd Edition, 2010 and 2011 Revisions; and 23CFR650 Subpart C - National Bridge Inspection Standards ("NBIS"), Subsection 650.301 or the latest revision(s). The Design-Builder shall perform load ratings on bridge superstructures using Load and Resistance Factor Rating method for the NBIS rating, AASHTO HL-93 design loading, the blanket permit vehicle (90K and 115K) and Virginia's Legal Load vehicles as specified in I&IM-S&B 86.

All load ratings for structures shall be performed using AASHTOWare Virtis software, except structures with steel curved girders/beams or structures not capable of being analyzed by Virtis software. Horizontally curved bridges with curved longitudinal steel members shall be evaluated using DESCUS software with rating capability. All other load ratings shall be generated by hand calculations or by use of software approved by VDOT. The structures shall be rated as a system of girders, not as single structural elements (line girder analysis). Bridge Alternatives must be provided so the load rating(s) can be run from the Bridge Explorer in Virtis.

Each load rating report shall contain a completed copy of VDOT's current load rating summary sheet referencing the controlling structural element(s) and shall be sealed and signed by a Professional Engineer licensed in Virginia. This report shall include rating assumptions, pertinent analysis calculations and VIRTIS, DESCUS or other approved computer input as appropriate. In addition, an electronic disk/DVD/CD containing the load rating input files for Virtis, DESCUS or other approved computer programs shall be delivered to VDOT with the report. The as-built report for the new bridges shall be submitted to VDOT not later than thirty days after completion of the bridge or prior to opening the structure to traffic, whichever occurs first.

No new structure shall be placed into service if a Load Restriction (Posting) is required based upon the load rating analyses. The Design-Builder is responsible for all remedial measures/corrective action required to provide VDOT a structure which satisfies the load rating requirement outlined in I&IM S&B-86.

2.3.7 Shop Drawings

The Design-Builder shall review and approve working/shop drawings and submit three approved sets to VDOT for the proposed bridge structure. Reference should be made to Article 105.10 of Part 5 of the RFP. The working/shop drawings shall be approved by a registered, licensed Professional Engineer in the Commonwealth of Virginia.

2.3.8 FHWA Bridge Construction Unit Cost Report

For the proposed bridge structure, the Design-Builder shall submit Estimated Quantities along with the associated unit costs for all standard and non-standard items in the final bridge plan submittal. The bridge unit cost data is required to complete VDOT's annual Bridge Construction Unit Cost Report which is required by FHWA. This data shall be submitted to VDOT within 90 days of the VDOT's approval of the construction plan submittal.

2.3.9 Safety and Acceptance Inspection for the Proposed Bridge

Acceptance of a bridge structure will require the following two independent inspections by VDOT, and in accordance with IIM-S&B-27.6 Bridge Safety Inspections.

A satisfactory safety/inventory inspection by VDOT is required prior to opening the structure or portion of the structure to public traffic. This safety/inventory inspection by VDOT will serve as the initial inspection of the structure. Data gathered will include location, date

completed, alignment, description, horizontal/vertical clearances, structure element description and condition data, and traffic safety features.

A satisfactory final construction inspection by VDOT is required prior to Final Acceptance of the structure.

To facilitate inspection of the structure by VDOT, the Design-Builder shall ensure that all structural elements are accessible and shall provide adequate resources including:

- Man-lifts, bucket trucks, under bridge inspection vehicles, boats, or other equipment necessary to inspect the structure as well as properly trained staff of sufficient composition to support the inspections.
- Plans, procedures, personnel, and equipment to implement traffic control measures.

The Design-Builder shall provide a minimum of thirty (30) days notice to VDOT whenever it requires VDOT to undertake an inspection. The Design-Builder's notice to VDOT shall include as-built drawings, traffic control procedures, a description of the items to be inspected and an anticipated schedule for the inspections, submitted in accordance with the requirements contained in the Shop Drawings Section.

Unless otherwise approved by VDOT, the structure shall be substantially complete (i.e. roadway, and slopes on the approaches and underneath the structure are already in place) before the final construction inspection will be performed.

2.4 Environmental

2.4.1 Environmental Document

In accordance with the requirements of the National Environmental Policy Act ("NEPA"), and in cooperation with FHWA, VDOT completed a Programmatic Categorical Exclusion ("PCE") for the Project on November 19, 2009. A Preliminary Document Re-evaluation for Plans Specifications and Estimates ("PS&E") Authorization dated March 1, 2012 and a preliminary Environmental Certification/Commitments Checklist dated May 3, 2012 have also been completed by VDOT. These documents are included in the RFP Information Package. The reevaluations and certification are initial documents based on RFP plans and currently available information. VDOT shall complete a final Document Re-evaluation for RW Authorization prior to RW authorization and a final Document Re-evaluation for PS&E Authorization and final Environmental Certification/Commitments Checklist prior to the VDOT Project Manager releasing each work plan of the Project for construction.

The Design-Builder shall carry out the environmental commitments during right of way acquisition, design and construction, as applicable, as identified in the PCE, the Document Re-evaluations for RW Authorization and PS&E Authorization, and the Environmental Certification/Commitments Checklist. All commitment compliance shall be supported by appropriate documentation, to be provided by the Design-Builder to the VDOT Project Manager.

Any changes in the scope or footprint of the established basic Project concept, proposed by the Offeror and acceptable to VDOT may require additional environmental technical studies and analysis to be performed by the Design-Builder. The Design-Builder will be responsible for notifying VDOT of plan revisions, scope changes, and providing any necessary studies and other necessary information to support VDOT's completion and reevaluation of the NEPA document. VDOT will be responsible for the coordination of any revised environmental documentation with FHWA for concurrence of VDOT's conclusions. The Design-Builder shall then carry out any additional environmental commitments that result from such coordination at its sole expense and no additional cost to the Project.

The Design-Builder is solely responsible for any costs or schedule delays due to permit acquisition, modifications, and NEPA document re-evaluations associated with Design-Builder's design changes and no time extensions will be granted.

2.4.2 Cultural Resources

VDOT completed coordination with the Virginia State Historic Preservation Officer ("VA SHPO") in compliance with Section 106 of the National Historic Preservation Act. On September 30, 2009, the SHPO determined the project would have No Adverse Effect on eligible historic properties in the Area of Potential Effect.

The Design-Builder shall avoid any project-related activities on historic properties, including but not limited to staging, borrow/disposal, and any temporary or permanent easements. The Design-Builder shall submit written notification to the VDOT Project Manager if the design plans or construction methods necessitate any activity on historic properties. VDOT will determine whether the VA SHPO must be consulted.

If cultural resource technical studies of compensatory mitigation areas are needed to obtain the water quality permits necessary to construct the project, the Design-Builder shall conduct the necessary studies, coordinate with the SHPO, and implement the appropriate treatment actions resulting from the coordination. The Design-Builder will provide the VDOT Project Manager with a copy of the technical reports and correspondence related to compliance with this technical requirement

2.4.3 Water Quality Permits and Compensatory Mitigation

VDOT completed a Permit Determination (dated April March 30, 2012) concluding that water quality permits are required for the project based on the preliminary plans. The Design-Builder will be responsible for, but not limited to, the following water quality permitting activities: determination, coordination, application, acquisition, reporting and administration of required state and federal water quality permits and permit modifications. VDOT's preliminary permit determination for the Project is included in the RFP Information Package.

The Design-Builder shall determine the applicability of water quality permits for the project (to include utilities to be relocated by the Design-Builder for the Project). Should it be determined that Water Quality Permits are required, the Design-Builder shall conduct the preliminary field assessment including, but not limited to, wetland delineation, stream

assessment, and permit impact sketches. The Design-Builder shall also determine the required sequencing methodology to limit project impacts to wetland systems. The Design-Builder shall utilize this information to obtain required permits.

The Design-Builder will obtain all necessary environmental clearances, permits, and approvals required to accomplish the work as noted in Part 4 (General Conditions of Contract), Article 2.6. The Design-Builder will be responsible for performing necessary design and fieldwork to support the acquisition of necessary water quality permits independently and directly from the regulatory agencies.

If the Design-Builder determines water quality permits are not required, the Design-Builder shall notify the VDOT Project Manager in writing, so that VDOT can authorize the Design-Builder to execute the work. Any deviations that the Design-Builder makes to the Project footprint and/or scope may render the permit determination invalid and will require additional consideration.

If the Design-Builder determines that wetlands and/or stream mitigation is required to secure the permit authorization, the Design-Builder will provide the required compensatory mitigation. The Offeror shall account for all costs associated with water quality permit acquisition, as well as compensatory mitigation.

The Design-Builder shall note that avoidance, minimization, and mitigation measures associated with permit acquisition will require close coordination between the Design-Builder and VDOT. If permit issuance is delayed or permits are denied, the Design-Builder will be responsible for any schedule delays and/or associated costs.

The Design-Builder shall ensure that Project schedules accommodate any Special Provisions, Time of Year Restrictions ("TOYR"), and the duration of permit acquisition from the regulatory agencies. The Design-Builder shall be responsible for adhering to permit conditions and Special Provisions, as identified in the permit authorizations including but not limited to TOYR, avoidance and minimization recommendations, restoration of temporary impact areas, and countersinking culverts. The Design-Builder shall be responsible for compliance with pre-construction, construction related permit conditions, as well as post-construction monitoring if required by regulatory agencies.

The Design-Builder shall not proceed with work covered by the water quality permits until the VDOT Project Manager releases the work in writing. The VDOT Project Manager may release a portion or all of such work not in jurisdictional areas, but may order a suspension of the same work after its release. The Design-Builder shall not be allowed to begin work that pre-determines the work required in the jurisdictional areas until the permits are secured.

After receiving the VDOT Project Manager's release of the work, the Design-Builder shall notify VDOT and the regulatory permitting agencies in writing 14 days prior to beginning work in the jurisdictional areas covered by the water quality permits.

The Design-Builder shall allow environmental compliance inspections by VDOT, and/or regulatory agencies as required by permits and/or to facilitate any interim compliance reviews/assessments.

At the conclusion of the Project, the Design-Builder shall notify VDOT and the regulatory permitting agencies in writing of the completion of the work in the jurisdictional areas covered by the water quality permits. At the completion of the Project, the Design-Builder is required to transfer any VMRC permit back to VDOT.

The Design-Builder shall carry out any additional permit conditions/commitments that result from change in footprint and/or scope (assuming it is approved by VDOT) at its sole expense and no additional cost to the Project; additionally the Design-Builder will be responsible for any schedule delays and associated costs.

All permitted construction activities shall be identified as hold points in the Design-Builder's CPM Schedule.

2.4.4 Threatened and Endangered Species

VDOT has performed preliminary reviews to determine potential effects of the Project on threatened and endangered (T&E) species. The reviews included VDOT GIS Integrator searches for the potential presence of T&E species using a minimum search radius of two miles along the project corridor; and the reviews also included coordination with appropriate state and federal agencies. A search on April 30, 2012, in the VDOT GIS Integrator reconfirmed that there are no newly identified T&E species located in the project area. The Offeror shall be advised that new and updated T&E information is continually added to agency databases. The Design-Builder will be responsible for any subsequent coordination to obtain updated information, requirements, and clearances from environmental regulatory agencies that provide threatened and endangered species oversight. This additional T&E species coordination is also a standard component of the water quality permit acquisition process and may result in permit conditions for which the Design-Builder will be responsible. The Design-Builder is responsible for ensuring that all T&E species are correctly identified and impacts assessed, noting that more or less resources may be present than initially identified. Avoidance and minimization shall be implemented to the greatest extent possible. The Design-Builder shall provide to the VDOT Project Manager copies of all documentation and correspondence with regulatory agencies.

2.4.5 Hazardous Materials

VDOT performed environmental site reviews to determine the potential for hazardous materials and/or contamination within the Project area. The VDOT Hazardous Materials Summary Report, dated January 21, 2011 is contained in the RFP Information Package.

Two petroleum release sites and facilities are located within the project limits. A Phase I Hazardous Material Assessment shall be conducted by the Design-Builder on the three commercial properties at the west end of the project. These properties are identified in the RFP plans as parcels 002, 003 and 011. The cost of the assessment will be the responsibility of the

Design-Builder; however mitigation and/or removal will be the responsibility of VDOT in accordance with Part 4, Article 4. The Design-Builder shall be responsible for the proper containment of any hazardous materials that are brought onto the Project by the Design-Builder and shall implement good housekeeping so that the generation of hazardous waste does not occur.

All solid waste, hazardous waste, and hazardous materials shall be managed in accordance with all applicable federal, state, and local environmental regulations.

Unless a structure has been classified, the Design-Builder shall assume Type B structures are present in the project rights of way. Disturbance of areas coated with a hazardous material shall require environmental and worker health & safety protection plans. The Design-Builder shall conform to the Special Provision for Dismantling and Removing Existing Structures or Removing Portions of Existing Structures included in the RFP Information Package.

The Design-Builder shall have asbestos inspections performed by an independent Asbestos Inspector licensed by the Virginia Department of Professional and Occupational Regulation ("DPOR") for all structures (including bridges) owned and/or to be acquired for or demolished within the Project rights of way. Asbestos abatement shall be performed for all structures found to contain regulated asbestos materials ("ACM") prior to demolition. The Design-Builder shall conform to the Special Provision for Asbestos Removal and NESHAP-Related Demolition Requirements for Structures on Design-Build Projects, as well as the VDOT's Asbestos Inspection Procedures and Asbestos Monitoring Procedures. If a structure is found to contain non-friable (non-regulated) asbestos containing materials, the Design-Builder shall conform to the Special Provision for Demolition of Structures Containing Non-Friable Asbestos Containing Materials. All bridge structures shall be inspected according to the Special Provision for Inspection of Bridge Structures for ACM. Where ACM are identified, the Design-Builder shall provide for abatement in accordance with VDOT Special Provision for Removal of Asbestos from Bridge Structures and with all Federal and State regulations. Copies of all inspection results shall be provided to VDOT.

Asbestos abatements shall not be performed by an asbestos contractor who has an employee/employer relationship with, or financial interest in, the laboratory utilized for asbestos sample analysis nor shall the asbestos contractor have an employee/employer relationship with, or financial interest in, the asbestos inspector and project designer working on the project. The Design-Builder shall provide monitoring services associated with asbestos abatement and demolition activities.

For asbestos waste and other non-hazardous waste, the Design-Builder shall have the signatory responsibility for the waste shipping manifest(s) and/or bill(s) of lading.

For hazardous waste the Design-Builder shall be considered the co-generator and shall be responsible for preparing the hazardous waste shipping manifest(s) for the VDOT representative's signature and as otherwise consistent with the signatory requirement under Section 411 of the VDOT Road and Bridge Specifications.

The Design-Builder shall make all appropriate notifications as required by the Special Provision for Removal of Asbestos from Bridge Structures and the Special Provision Copied Note regarding demolition notifications for structures not requiring asbestos removal and all Federal and State regulations.

The following will be paid, if and when necessary, under a Work Order in accordance with Article 9 of Part 4 (General Conditions of Contract): abatement and/or removal of hazardous material(s) discovered to exist within the Project limits.

In the event of spills or releases of petroleum products and other hazardous liquids or solid materials, the Design-Builder shall take immediate action to contain and eliminate the spill release, including the deployment of environmental protection measures to prevent the migration of the spill into the waters of the United States and of worker exposure protection measures. The Design-Builder shall also notify the VDOT Project Manager immediately of all instances involving the spill, discharge, dumping or any other releases or discovery of hazardous materials into the environment and shall provide all required notifications and response actions.

All solid waste, hazardous waste, and hazardous materials shall be managed in accordance with all applicable federal, state, and local environmental regulations. The Design-Builder shall be responsible for the development of a Spill Prevention, Control, and Countermeasure Plan as required by regulation and for submission of any required plan to the VDOT Project Manager prior to start of construction. The Design-Builder shall notify the VDOT project manager immediately of all instances involving the spill, discharge, dumping or any other releases or discovery of hazardous materials into the environment and shall provide all required notifications and response actions. The Design-Builder shall not acquire property until the Hazmat Phase 1 Assessment and any mitigation required is complete. This shall represent a hold point in the Design Builder's CPM schedule.

2.4.6 Air Quality

The project has been assessed for potential air quality impacts and conformity with applicable air quality regulations and requirements. The Air Quality Analysis report (dated February 2012) is provided in the RFP Information Package.

The assessment determined that the project would meet all applicable air quality requirements of NEPA and the federal transportation conformity regulation. This project is located within a moderate ozone nonattainment area, a fine particulate matter ($PM_{2.5}$) nonattainment area, and a volatile organic compounds (VOC) and nitrogen oxides (NO_x) emission control area. As such, all reasonable precautions should be taken to limit the emissions of VOC, NOx, and particulate matter. The Air Quality Analysis describes precautionary requirements and Department of Environmental Quality air pollution regulations applicable to the project. Also, the Design-Builder will be required to adhere to the limitations outlined in the Special Provision for Volatile Organic Compound Emissions Control Areas.

2.4.7 Environmental Compliance

The Design-Builder is responsible for compliance with all applicable state and federal environmental laws, regulations, and permits. If, at any time, the Design-Builder is not in compliance with all applicable environmental laws, regulations, Executive Orders, commitments, etc., the VDOT Project Manager has the authority to suspend work, in whole or in part, until such time as the deficiencies or non-compliant items have been corrected. Should any non-compliant item(s) be identified during construction, immediate and continuous corrective action shall be taken by the Design-Builder to bring the item(s) back into compliance.

The Design-Builder shall be responsible for any schedule delays and associated costs as a result of any delays and/or shut downs associated with non-compliance. Any monetary fines associated with violations and/or any environmental restoration activities required to resolve violations shall be the responsibility of the Design-Builder.

The Design-Builder shall carry out environmental commitments during design and construction, as applicable, as identified in the PCE, the Document Reevaluations for RW Authorization and PS&E Authorization, and the Environmental Certification/Commitments Checklist. All commitment compliance shall be supported by appropriate documentation, to be provided by the Design-Builder to the VDOT Project Manager.

The Design-Builder shall be responsible for compliance with pre-construction and construction-related environmental commitments and permit conditions. The Design-Builder shall assume all obligations and costs incurred by complying with the terms and conditions of the permits and certifications. Any fines associated with environmental permit or regulatory violations shall be the responsibility of the Design-Builder.

2.5 Survey

Preliminary field survey and utility data has been obtained, including, but not limited to the following:

- Horizontal control
- Vertical control
- Notification of property owners*
- Field data
- Topography
- Property data
- Utilities
- Levels
- Digital Terrain Model (DTM)
- Bridge Site Plan

*The Virginia Code 33.1-94 requires that Notice of Intent letter (RUMS Forms I1, I2, I3, and I4) “shall be sent to the owner at the address recorded in the tax records, or delivered by guaranteed overnight courier or otherwise delivered to the owner in person with proof of delivery **not less than 15 days prior to** the first date of the proposed entry. Notice of intent to enter shall

be deemed made on the earlier of the date of mailing, if mailed, or on the date delivered." The notice shall include the anticipated date/dates such entry is proposed to be made and the purpose of such entry. Advance notification of property owners is required for all data collection efforts related to the development of highway plans. Copies of the notification letters and address labels shall be provided to the VDOT Project Manager for forwarding to the District Survey Manager as soon as they become available.

The Design-Builder shall be advised the survey provided in the RFP Information Package is not represented to be complete for purposes of designing the Project, and that Design-Builder's scope of work includes performing all additional surveying that is necessary to supplement the above-referenced survey as required for design purposes.

The Design-Builder will be responsible for obtaining any additional survey data, including all right of entry and land use permits, locating and/or designating underground utilities, DTM, utility test holes and obtaining other related data necessary for design, right of way acquisition and construction of the project. Additionally, the Design-Builder will be responsible for any update (property owner changes, subdivisions, etc.) that may occur; updates shall be reflected on the plans and plats in order to acquire right-of-way and complete the final design. Any additional Survey changes will be verified and certified and submitted in final documentation.

The Design-Builder will be responsible to reset or relocate any survey control damaged, destroyed or located within the foot print of the final design construction limits. The control will be reestablished by a land surveyor licensed in the Commonwealth of Virginia with LD-200 information and supporting computations submitted to the Project Manager.

The Design-Builder shall be responsible for providing and setting all Right-of-Way monuments according to the survey manual. RM-2 type monuments will be required. The Design-Builder shall include monumentation on the final as-built plan in accordance with the Department's Survey Manual.

2.6 Geotechnical Work

VDOT has completed a preliminary geotechnical subsurface investigation for this Project. The results of the investigation are presented in the Geotechnical Engineering Data Report prepared by VDOT dated June 21, 2012, which is included in the RFP Information Package.

The data included in this RFP is being provided for Offeror's information in accordance with Section 102.04 of Part 5. The Design-Builder shall perform a design-level geotechnical investigation to validate and augment the geotechnical information included in this RFP. The geotechnical engineering investigation performed by the Design-Builder shall meet or exceed Chapter 3 of the VDOT Material Division's Manual of Instructions ("MOI"); the current AASHTO LRFD *Bridge Design Specifications*, 6th Edition, 2012; and VDOT Modifications and Section 700.04(c) of the Road and Bridge Specifications.

The Design-Builder shall collect appropriate data for geotechnical evaluation of pavements, embankments, soil and rock cuts, bridge structures, storm water management facilities, minor structures including drainage pipe, and any other earth-supported or earth-retaining structures or elements of highway design and construction required for this project. The Design-Builder will be responsible for obtaining all necessary permits and utility clearances as required by VDOT, the Commonwealth of Virginia, or any other jurisdictional body or owner prior to accessing public or private property for the purpose of conducting geotechnical field work. The Design-Builder shall complete laboratory tests in accordance with pertinent ASTM or AASHTO standards and analyze the data to provide design and construction requirements. Soils, rock, aggregate, concrete and other materials tests shall be performed by a laboratory accredited through the AASHTO Accreditation Program ("AMRL" and "CCRL") for each test it conducts for the Project, unless otherwise approved by VDOT.

The Design-Builder shall provide VDOT with all records of subsurface explorations and describe the soils encountered with their depth limits in accordance with the requirements outlined in Chapter 3 of the VDOT Materials Division MOI. The Design-Builder shall provide to VDOT electronic copies of all subsurface explorations in accordance with the boring log template available on the website included in Chapter 3 of the VDOT Material Division MOI. The electronic files shall be provided by a certified professional geologist or a suitably qualified registered professional engineer in the Commonwealth of Virginia, in gINT© software. Upon request, VDOT will provide its gINT and ACCESS file structures for the Geotechnical Database Management System ("GDBMS") to the Design-Builder for the borings contained in Geotechnical Engineering Data Report.

Unless otherwise addressed by AASHTO LRFD, the Design-Builder shall incorporate reliability assessments in conjunction with standard analysis methods. An acceptable method for evaluation of reliability is given by Duncan, J.M. (April 2000) *Factors of Safety and Reliability in Geotechnical Engineering*, Journal of Geotechnical and Geoenvironmental Engineering, ASCE, Discussions and Closure, August 2001. A suitable design will provide a probability of success equal to or greater than 99 percent. The aspects of this Project for which reliability assessments shall be made include: (1) the selection of soil parameters used in the design of all foundations, (2) the factors of safety for slope stability, and (3) the settlement and bearing capacity of embankments. Except as mentioned in (1) above, reliability assessments need not be performed for structural foundations, which will be evaluated based on the required limit states in LRFD. The Design-Builder may propose to identify specific, non-critical features, and alternative methods for evaluating variability of subsurface conditions, reliability and minimum factors of safety, prior to submission of its design calculations and drawings. VDOT may, in its sole discretion, accept or reject such proposed methods.

The Design-Builder shall submit to VDOT for its review all geotechnical design and construction memoranda and/or reports that summarize pertinent subsurface investigations, tests, and geotechnical engineering evaluations and recommendations utilized in support of their design/construction documents. This submittal shall be made at least 90 days in advance of the submittal of any final design/construction documents that are dependent upon the geotechnical evaluations and recommendations. Technical specifications for construction methods that are not adequately addressed in the standard specifications shall be provided by the Design-Builder

as part of the final design/construction documentation. Prior to submittal of any final design/ construction documentation, the Design-Builder shall review the final design/construction document to assure that it appropriately incorporated the geotechnical components and shall submit evidence of this review to accompany the final design/construction documentation. The Design-Builder shall reference the drawings that incorporate the pertinent results. The Design-Builder's Quality Assurance and Quality Control ("QA/QC") Plan shall document how each specific geotechnical recommendation or requirement will be addressed in the final design/construction documentation. The results of the geotechnical investigation and laboratory results shall support design and construction efforts to meet the requirements outlined in this Section.

2.6.1 Minimum Pavement Sections

Minimum pavement sections are being provided for Proposal preparation purposes only. If the Design-Builder confirms that the minimum pavement sections below are inadequate for actual design/construction conditions, it shall notify VDOT during the Scope Validation Period of the necessary changes and proposed price adjustments, if any. Acceptable changes are limited to increasing the thickness of the base or subbase layers specified below. Any changes to the minimum pavement sections noted above shall be approved by VDOT. The Design-Builder shall be responsible for the final design and construction of the pavements for the Project in accordance with the Contract Documents.

The Design-Builder shall prepare and incorporate the validated pavement sections into the plans, typical sections, profiles and cross-sections. Pavement sections shall be validated by analysis of projected traffic, analysis of soil conditions and pavement design calculations in accordance with the applicable manuals noted in Section 2.1. This includes drainage and subdrainage requirements to ensure positive drainage both within the pavement structure and on the pavement surface. The pavement sections for the roadway and shared use path segments within this Project are listed below.

2.6.1.1 Route 29 construction, widening and overlay

In areas of widening, existing curb and gutter, existing shoulders and 1-foot of existing mainline pavement structure shall be fully removed to the subgrade before placing the new pavement section for widening. Pavement layers for widening shall be placed such that the top of the Intermediate Asphalt Course matches grade and cross slope with the milled surface of the existing pavement. The final Surface Asphalt Course shall be placed uniformly over the widened and milled pavement such that the joint between the new widened pavement structure and the existing pavement structure is concealed:

Route 29 Mainline and Shoulders - Areas of New/Widening Pavement:

Surface:	1.5" Asphalt Concrete, Type SM-9.5D (estimated at 175 lbs/sq.yd.)
Intermediate:	2" Asphalt Concrete, Type IM-19.0A (estimated at 236 lbs/sq. yd.)
Base:	10" Asphalt Concrete, Type BM-25.0A

Subbase: 7" Aggregate Base Material, Type I, Size No. 21B. The subbase should be extended to daylight or 1 ft. behind the curb and gutter and connected to a standard UD-4 edgedrain, in accordance with UD-4 standard details.

The widening section above should be constructed to match the existing pavement surface ***prior to building up the adjacent pavement*** to the proposed final grades.

Route 29 Mainline and Shoulders - Overlay of Existing Pavement:

Wherever the existing pavement will be overlaid, it should be built up with the following section:

Surface – 1.5" Asphalt Concrete, Type SM-9.5D (estimated at 175 lbs/sq.yd.)
Intermediate – 2" Asphalt Concrete, Type IM-19.0A (estimated at 236 lbs/sq.yd.)
Asphalt Concrete Build-Up – Variable Depth Asphalt Concrete, Type BM-25.0A.

The existing pavement surface should be milled a minimum of 2" prior to installation of the variable depth asphalt concrete build-up. Additionally, where the proposed grade will be less than 3.5" above the existing pavement surface, the existing pavement surface should be milled sufficiently to provide enough depth for the installation of the surface and intermediate courses noted above.

Shared-Use Path

Surface: 2" Asphalt Concrete, Type SM-9.5A (estimated at 235 lbs/sq.yd.)
Subbase: 6" Aggregate Base Material, Type I, Size No. 21B, extended a minimum of 6" beyond the edges of asphalt pavement.

Hydraulic Cement Concrete Sidewalks

Surface: 4" Class A3 Hydraulic Cement Concrete
Subbase: 4" Aggregate Base Material Type I, Size No. 21A, extended 6" on either side of the surface material.

Temporary Pavement (Maintenance of Traffic)
The following design is based upon a 1-year life expectancy:

Surface – 2" Asphalt Concrete, Type SM-9.5D (estimated at 235 lbs/sq.yd.)
Base – 6" Asphalt Concrete, Type BM-25.0A
Subbase – 6" Aggregate Base Material, Type I, Size 21B, extended to daylight, if possible.

The minimum pavement sections require that proper grading be maintained to direct surface water away from paved areas and to provide for efficient runoff from surrounding areas.

Any utility excavations or excavations for storm drains within pavement areas shall be backfilled with compacted structural fill in accordance with applicable sections of the Road and Bridge Specifications and applicable Special Provisions.

VDOT guidelines specify that edgedrains/underdrains be provided for all pavements with daily traffic volumes in excess of 1,000 vehicles per day. Therefore, standard UD-4 edgedrains will be required for all pavements on this project. Modified UD-1 underdrain shall be provided in lieu of standard UD-4 edgedrain for pavement sub-drainage in areas of high ground water, springs or cuts in excess of 15 feet; the modification consists of wrapping the aggregate with geotextile drainage fabric. Standard Combination Underdrain (CD-1) shall be provided at the lower end of cuts. Standard Combination Underdrain (CD-2) shall be provided at grade sags, bridge approaches, and at the lower end of undercut areas.

2.6.2 Geotechnical Requirements

The Design-Builder shall analyze methods to minimize differential settlement of the approach to the bridge (bump at the bridge) for new construction and provide construction recommendations to address soil-structure interaction to accommodate the unique construction methods applied to this Project. All geotechnical work shall be completed to satisfy baseline and post-construction contract performance requirements.

Filling over the existing wetlands will be particularly challenging due to the depth of soft soils encountered (up to 6 feet). Also, due to the presence of very soft soils beneath the existing embankment and in the proposed widening areas, there is a significant potential for settlement of the existing utilities due to the future embankment loading. It will be the design-builder's responsibility to ensure that the stability and settlements of the embankments have been designed to the minimum tolerances specified below. The impact of settlement on the overall construction of the bridge approaches must be determined during design and an appropriate monitoring system shall be installed during construction to verify predicted performance.

Design and construct pavements, subgrades, and embankments to meet the following post-construction settlement tolerances:

1) Total vertical settlement less than two inches over the initial 20-years, and less than one inch over the initial 20-years within 100 feet of bridge abutments;
2) Settlement that will not impede positive drainage of the pavement surface, especially within the travel lanes nor subject the roadway to flooding;
3) Settlement that does not result in damage to adjacent or underlying structures, including utilities;
4) For pavement sections, bridge decks, and tie-ins to the Project, grade tolerances shall be measured with a 10-foot straightedge. The variation of the surface from the testing edge of the straightedge between any two contacts with the surface shall not be more than plus (+) 0.25-inch to minus (-) 0.125-inch at structures and (+/-) 0.25-inch at project tie-ins; and

5) Humps, depressions and irregularities exceeding the specified tolerance will be subject to correction by the Design-Builder. The Design-Builder shall notify the Quality Assurance Manager ("QAM") and VDOT for any non-conformance items.

The Design-Builder shall consider settlement of design foundations (bridges, retaining walls, sound barriers, and other structures) based upon the criteria defined in Attachment 2.3 entitled Additional Foundation Criteria.

In summary, the Additional Substructure and Foundation Criteria attachment outlines two options for managing settlement of structures; a) limit total settlement to 0.5 inch and subsequently limit the need for a refined analysis of the superstructure and substructure, or b) allow the Design-Builder to design the structure for their estimates of elastic, consolidation and secondary settlement (total settlement) and subsequently communicate the total and differential settlement in the General Notes. In either case, a General Note shall be placed on the plans to communicate the amount of settlement evaluated and accommodated by the structure. Specific General Note language, along with Notes to Designer are included in the Attachment 2.3.

In either case, the total vertical and/or differential settlements of the proposed structures shall not exceed the performance tolerance noted above for pavements and of the bridge decking. In addition, angular distortion between adjacent foundations greater than 0.008 radians in simple span and 0.004 radians in continuous span structures is not permitted unless first approved by VDOT.

Embankments and certain aspects of retaining wall design are not addressed by LRFD. As such when addressing slope angles for finished grades, settlement of natural soils, lateral earth pressures and global stability, the geotechnical engineering study shall provide design values for friction angle (peak, fully-softened or residual as appropriate), undrained shear strength, soil modulus, one-dimensional consolidation parameters (including the coefficient of secondary compression), lateral earth pressure coefficients, unit densities, the position of the ground water table and stratigraphy as simplified for the geotechnical design. It is not sufficient to state, "Total settlements are expected to be less than 1 inch" if the data are not provided to corroborate such a statement.

Engineering design of stable soil slopes (cut slopes and embankment slopes) shall include an evaluation of stability for interim construction stages, for the end of construction condition, and for design-life conditions. Cut and fill slopes shall be no steeper than 2H:1V unless supported by engineering analyses based on site specific field investigation and site specific laboratory strength testing. Slopes steeper than 2H:1V must be approved by the Department. Cut slopes in Potomac formation clays and silts shall be designed using residual strength values as determined by laboratory testing, neglecting any cohesion.

The factors of safety tabulated below shall be used with limit equilibrium methods of analysis for representative sections of slope greater than 10 feet in height, for critical slopes, or for slopes in "problem soils" as defined below. The factors of safety are valid for subsurface investigations performed in accordance with Chapter 3 of the Material Division's MOI, or for

site-specific investigation plans approved by the District Materials Engineer. Approval of site specific investigation plans with reduced boring frequency may require higher factors of safety.

Circular failure surfaces shall be analyzed by methods such as the Modified Bishop, Simplified Janbu, or Spencer methods. In addition, block (i.e., wedge failure) analyses may be required to verify the minimum factor of safety. All slope stability analyses shall consider the effects of groundwater, external loads, tension cracks, and other pertinent factors as applicable.

TABLE 3-7 – MINIMUM FACTORS OF SAFETY FOR SOIL SLOPES

Basis for Soil Parameters	Factor of Safety	
	Critical Slope[1]	Non-Critical Slope
Site specific in-situ or laboratory strength tests of soils	1.5[2]	1.3
No site specific in-situ or laboratory strength tests of soils	N/A[3]	1.5

NOTES:

1. A critical slope is defined as any slope that is greater than 25 feet in height, affects or supports a structure (i.e., irrespective of height), impounds water or whose failure would result in significant cost for repair, or damage to private property.
2. Site specific in-situ testing shall include the use of SPT, CPT, and/or DMT tests. Where design is governed by peak strength, appropriate laboratory tests shall include CU-bar or DDS testing of undisturbed or remolded samples. Where design is governed by fully-softened strength (i.e., highly plastic silts and clays), appropriate laboratory tests shall include DDS or torsional ring shear testing of normally-consolidated, reconstituted samples. Where design is governed by residual strength (i.e., slickensided or marine clays and silts), appropriate laboratory tests shall include residual DDS testing of undisturbed or remolded samples in accordance with U.S. Army Corps of Engineers test method EM-1110-2-1906.
3. For cut slopes in coarse grained soils or fill embankments founded on coarse grained soils, strength can be based on correlations to SPT N-value.

Back calculation may be appropriate to evaluate the residual friction angle of failed slopes. Back calculation shall be performed using a cohesion intercept of zero and geometry as mapped in the field for the failed slope condition. The use of back-calculated friction angles for design shall be approved by the District Materials Engineer on a case-by-case basis.

Problem soils for slope stability are soft and very soft soils (i.e., low strength and high compressibility), organic soils, micaceous soils, very loose soils (low strength, liquefiable, low modulus), and fissured or heavily over-consolidated soils. Fissured or heavily over-consolidated soils include the Potomac formation and Calvert formation silt and clay soils. Problem soils shall be analyzed for short- and long-term stability using appropriate undrained strength and peak, fully-softened, or residual drained-strength parameters determined from laboratory shear testing.

When soil slope stability analyses are conducted, the following geotechnical and geological conditions must also be addressed:

1. Slip planes occurring between heterogeneous soil strata;
2. In karst geology, the short- and long-term effects of voids and sinkholes encountered;
3. Moisture effects on strength and compressibility of micaceous soils;
4. Settlement of embankments;
5. Seasonal change of groundwater table; and
6. Tension cracks at head of slope.

Construction plans shall specify use of soil types consistent with the parameters used in slope analyses.

Locations where ground water seepage in the finished cut slope is anticipated shall be determined and slope surface treatments to stabilize the conditions shall be provided. This is in addition to treatments needed to prevent scour and undermining of both cut and fill slopes within the drainage areas of the site.

All data, assumptions, and calculations (hand calculations and electronic files if warranted, including software input and output files) shall be included in slope stability reports submitted for review. A reliability assessment shall be incorporated in the analysis in accordance with the requirements referenced above.

2.6.3 Pipe Installation Methods

Culverts or utility pipes shall be installed by either conventional methods in accordance with Section 302.03 of VDOT's Road and Bridge Specifications, or Jack and Bore and/or by Micro-tunneling in accordance with the applicable Special Provisions. Trenchless technology other than these methods of installation is not permitted unless otherwise approved by VDOT. The Design-Builder's Design Engineer shall choose which of the methods of installation is best suited for the ground and site conditions where the work is to be performed and that will meet the design requirements of the proposed culverts or utility pipes. The Design Engineer shall be responsible to establish both the vertical and horizontal tolerances in support of the design. Such tolerances shall be noted on the construction plans. The design tolerance may be more stringent than what is called for in the both the Jack and Bore and Micro-Tunneling Special Provisions; however, under no circumstances shall the performance requirements and design tolerances used in design of either culverts or utility pipes exceed those specified in Road and Bridge Specifications and the applicable Special Provisions unless first approved by VDOT. Performance requirements and tolerance stipulated in the Special Provision for Micro-Tunneling shall also apply to conventional tunneling methods.

2.7 Hydraulics

2.7.1 General

The Design-Builder shall provide and/or perform all investigations, evaluations, analysis, coordination, documentation, and design required to meet all Hydrologic and Hydraulic, Drainage, Stormwater Management, Erosion and Sedimentation Control, Stormwater Pollution Prevention, and Virginia Storm Water Management Program permitting requirements of the standards and reference documents listed in Section 2.1.

2.7.2 Drainage

The drainage design work shall include the design and construction of culverts, open channels, storm sewer systems, underdrains, bridge drainage assemblies and structures, adequate outfall analysis, stormwater management facilities, and erosion and sediment control measures in compliance with the standards and reference documents listed previously in Section 2.1 and the VDOT Erosion and Sediment Control & Stormwater Management Programs. The Design-Builder shall provide VDOT two (2) paper and two (2) electronic copies on CD of the final drainage report incorporating all drainage calculations including pre and post development discharges, capacities, and supporting data such as drainage areas (with maps), ground cover calculations, etc. in accordance with the documentation requirements as outlined in the VDOT Drainage Manual.

The hydraulic opening of the bridge shall be designed such that no 100 yr Floodplain elevations are increased and the 25 yr design storm will not overtop the roadway.

As stated in Section 2.5, VDOT has completed a preliminary field survey. It is the responsibility of the Design-Builder to obtain any additional survey that is necessary to accommodate final design, including, but not limited to, survey of modified or new drainage structures/pipes not captured in the VDOT field survey and survey necessary to delineate drainage areas.

The Design-Builder shall provide an inventory to the Department of all existing drainage structures within the project area that are to be utilized in the proposed drainage design within the scope validation period. Drainage structures that are deemed unserviceable due to structural defects shall be replaced. Drainage pipes damaged or deteriorated to the point that they are no longer functional, or their functionality has been considerably impacted, shall be replaced or rehabilitated at the discretion of the Department in accordance with VDOT's guidelines including, but not limited to those as outlined in the latest version of IIM-LD-244. The inventory shall include structure material type, condition and digital photography and/ or video documenting condition and serviceability.

Underdrain outfall locations are not shown in the plan set included and it shall be the responsibility of the Design-Builder to develop the underdrain design including adequate outfall locations. The Design-Builder may, at its discretion, utilize access structures (i.e. manholes, cleanouts, etc.) in lieu of EW-12's in order to outfall an underdrain according to the guidelines

set forth in the 2008 VDOT Road and Bridge Standards and the VDOT Drainage Manual while maintaining the ability for the underdrain to be accessed in the future for maintenance purposes.

2.7.3 Post Construction Stormwater Management Plan and Erosion and Sediment Control Plan

An Erosion and Sediment Control ("ESC") Plan and Narrative, Stormwater Pollution Prevention Plan ("SWPPP"), and a post construction Stormwater Management ("SWM") Plan shall be prepared and implemented by the Design-Builder in compliance with applicable requirements of the standards and reference documents listed in Section 2.1 including the Virginia Erosion and Sediment Control Law and Regulations and the Virginia Stormwater Management Program (VSMP) Law and Regulations. The Design-Builder shall certify that the Erosion and Sediment Control Plans and Narrative and post construction Stormwater Management Plan have been designed and reviewed in accordance with Virginia Erosion and Sediment Control and Stormwater Management Regulations, VDOT's Approved ESC and SWM Standards and Specifications, and VDOT policies and procedures, including applicable I&IM. Before implementing any ESC or post construction SWM measures not included in VDOT's approved ESC and SWM Standards and Specifications, a variance or exception respectively must be requested through the District Hydraulic Engineer in accordance with the latest versions of IIM-LD-11 and IIM-LD-195.

It shall be the responsibility of the Design-Builder to have a qualified person within their team structure, other than the ESC and post construction SWM Plan designer, who is authorized by the Department of Conservation and Recreation (DCR) to perform plan reviews, independently review and certify that the ESC Plans and Narrative and post construction SWM Plan for the Project are in accordance with VDOT's Approved ESC and SWM Standards and Specifications. The Design-Builder shall complete and submit the ESC and SWM Plan Certification form (LD-445C) to the VDOT Project Manager. The Design-Builder shall provide VDOT two (2) paper and two (2) electronic copies each on CD of the final ESC Plan and Narrative, SWPPP and post construction SWM Plan incorporating all calculations, analysis, documentation and evaluations required. The ESC Narrative shall specifically include calculations (with supporting data) documenting that the design meets the adequate outfall requirements of the VSMP Regulations for each location where stormwater is discharged from the Project.

The land-disturbing activity is greater than one acre and coverage under the VSMP General Construction Permit For The Discharges From Construction Activities (VSMP Construction Permit) is required. The Design-Builder shall coordinate and submit the required permit coverage application information to the VDOT Project Manager. The Design-Builder shall complete the applicable sections of the VSMP Construction Permit Registration form (LD-445), VSMP Construction Permit Contact Information (LD-445A) and VSMP Permit Fee Registration form (LD-445B). These forms along with the completed ESC and SWM Plan Certification form (LD-445C) shall be submitted to the VDOT Project Manager. The VDOT Project Manager will review the submitted information and, if complete and acceptable, process a request for coverage under the VSMP Construction Permit in accordance with VDOT's guidelines as outlined in the latest version of IIM-LD-242. If any information submitted by the

Design-Builder is found to be incomplete and/or unacceptable, the assembly will be returned to the Design-Builder for corrective action and resubmission.

A working conceptual ESC and post construction SWM Plan and SWPPP for the entire Project must be submitted for review and approval with the initial application for permit coverage. This initial conceptual Plan submittal shall include the proposed total expected Land Disturbance Area and Land Development Area, including any off-site facilities, for the entire Project. Where the project will be constructed in segments, the Design-Builder shall submit a finalized ESC & SWM Plan, a post construction SWM Plan and a SWPPP, including the expected Land Disturbance Area for the proposed initial work segment in addition to the conceptual plan for the entire project. It is expected that the individual work segment submittals will be self-sustaining and not incur a deficit in post construction SWM design requirements requiring mitigation on future work segments. Subsequent work segment submittals shall include required modifications to the Land Disturbance Area value. However, these modifications, in total, shall not exceed the initially submitted Land Development Area value. The Design-Builder shall not proceed with the work to be covered by the permit until the VDOT Project Manager releases the work in writing. It is noted that permit coverage, and subsequent release of work can take up to 90 days from the time that the Design-Builder submits a request for coverage that includes all required information. This represents a hold point in the Design-Builder's CPM Schedule. The Design-Builder shall provide a completed SWPPP Certification form (LD-445E) before commencement of any land disturbing activity and shall complete and include the SWPPP General Information Sheets in the plan assembly per the latest version of IIM-246. The SWPPP Certification form (LD-445E) and SWPPP General Information Sheets shall be updated with each work segment submittal as necessary. The Design-Builder shall be responsible for compliance with construction-related permit conditions and shall assume all obligations and cost incurred by complying with the terms and conditions of the permit. Any fines associated with permit or regulatory violations shall be the responsibility of the Design-Builder. Upon completion of the regulated land disturbing activity (including final stabilization of all disturbed areas), the Design-Builder shall provide as built Permanent Best Management Practice (BMP) information in Section VI of the SWPPP General Information Sheets for each post construction BMP placed into service on the Project, complete and sign the VSMP Construction Permit Termination Notice form (LD-445D) and submit both documents to the VDOT Project Manager for processing. The Design-Builder shall also have on-site during any land disturbing operations an individual or individuals holding a DCR Inspector Certification, a DCR Responsible Land Disturber ("RLD") Certification and a VDOT Erosion and Sediment Control Contractor Certification ("ESCCC") to ensure compliance with all DCR and VDOT erosion and sediment control plan implementation requirements.

2.7.4 Post Construction Stormwater Management Facilities

The Design-Builder shall be responsible for the design and construction of stormwater management (SWM) facilities as required for the Project in accordance with IIM-LD-195.7, and the other standards and reference documents listed in section 2.1 including the Virginia Stormwater Management Program Law and Regulations. The Design-Builder is to insure proper ingress and egress to any stormwater management facility and that any specific proprietary facilities have proper maintenance details included in the plans.

Preliminary calculations prepared for VDOT are presented in the Stormwater Management Report included in the RFP Information Package. These calculations indicate that a stormwater management facility is required for this Project. VDOT has identified a potential location for the post construction stormwater management facility as part of the plans included in the RFP Information Package. However, this location is preliminary and has not been fully evaluated to determine if the location is suitable, feasible or sufficient to address all of the stormwater management requirements of the Project. The Design-Builder, as part of their final design, shall evaluate the location, and if found acceptable, develop a final post construction stormwater management plan. If the location is found to be unacceptable, the Design-Builder must identify other acceptable location(s) to meet the post construction stormwater management requirements of the Project.

2.7.5 Other Drainage Requirements

All drainage facilities (existing and newly constructed) within the project area that are disturbed or extended as a part of the project shall be cleaned out by the Design-Builder, maintaining the original line and grade, hydraulic capacity or construction of the facility prior to the final acceptance of the Project.

2.7.6 Scour

- Bridge over Little Rocky Run

The following minimum required scour elevations for use in the design of foundations are being provided for proposal preparation purposes only:

Substructure Unit	100-year Event	500-year Event
Pier 1	EL. 296	EL. 295
Pier 2	EL. 295	EL. 294

Changes to the location of the bridge foundations will require additional geotechnical investigation and may result in different scour elevations. The Design-Builder shall be required to validate the adequacy of these scour elevations and to notify the Department of its findings during the Scope Validation Period. Scour models and the design of scour countermeasures shall be performed in accordance with the procedures recognized as appropriate by the FHWA and the Department. Appropriate procedures include, but are not limited to, “Evaluating Scour at Bridges – HEC 18 (current version),” and “Bridge Scour and Stream Instability Countermeasures – HEC 23 (current version).” Other procedures can also be considered during the scour evaluation upon prior approval by the Department. The Department may, in its sole discretion, accept or reject such proposed methods.

If the Design-Builder determines that these depths are inadequate for actual design/construction purposes, it shall notify the Department during the Scope Validation Period of the necessary changes to the proposed foundation system(s) and proposed price adjustments, if

any. All aspects related to changes in the scour elevations (including, but not limited to, shoring modifications, impacts to the maintenance of traffic, and utility conflicts) shall be included in the proposed price adjustment. All scour elevation changes must be approved by the Department. The Design-Builder will be responsible for the final design and construction of the foundations for this Project, including the final Hydrologic and Hydraulic Analysis and the final Scour Analysis, in accordance with the Contract Documents.

2.8 Traffic Control Devices

The Project shall include all Traffic Control Devices (TCDs), including temporary and permanent signage, guardrail, and pavement markings. All TCDs designed and installed under this project shall be in accordance with standards and references included in Section 2.1. The Signing and Pavement Marking Plans, Transportation Management Plan ("TMP"), and Temporary Traffic Control/ Public Information/ Traffic Operations Plans are required from the Design-Builder for final approval by VDOT and shall be included as a planned work package. The Design-Builder shall comply with the Special Provision for Personnel Requirements for Work Zone Traffic Control.

All existing traffic control devices within the Project limits shall be modified, upgraded, or replaced by the Design-Builder to meet current VDOT standards.

The Design-Builder shall install new detector loops at the intersection with Union Mill Rd as a result of the pavement overlay. These new detector loops shall be coordinated with the existing signals.

2.8.1 Signs

The Design-Builder shall be responsible for all required modifications to existing signs and sign structures and furnishing and installing all required new signs and sign structures (both temporary and permanent). Any signs on adjacent roadways and other facilities that require relocation/replacement due to construction activities shall be the responsibility of the Design-Builder. The final lines of sight and sight distances must be considered in the placement of all Project signage.

An existing sign inventory shall be completed prior to site demolition in accordance with the VDOT Traffic Engineering Design Manual. This existing information shall be submitted at the same time as the first plan submittal for proposed signing.

Salvageable signs removed during construction shall be delivered to the VDOT NOVA District Office. All sign structures and non-salvageable signs removed during the construction of the Project shall be disposed of by the Design-Builder. Temporary relocation of signs may be necessary as part of this project and it is the responsibility of the Design-Builder to perform all required sign relocations. All temporary sign relocations should be coordinated with VDOT. Where appropriate, existing VDOT signage that is found to be in good condition shall be reused in close proximity to current sign locations. All signs located adjacent to Route 29 shall be either break-away or protected by guardrail.

2.8.1.1 Limits of Project Signing

The Design-Builder shall replace all existing ground mounted signs and install new signing within the Project limits. Any signing on adjacent roadways beyond the project limits that requires relocation, replacement, or modification due to the proposed design shall be the responsibility of the Design-Builder.

2.8.1.2 Signing Plan Sheet Requirements

The signing plans shall be prepared at a scale equal to the roadway plans, with a maximum allowable scale of one (1) inch = fifty (50) feet. The signing plans shall show the proposed sign message, MUTCD or Virginia Supplement sign designation (if applicable), size and location of all signs. The structure type shall also be noted on the plans. These plans shall also show the location and messages of all existing signs. If approved by VDOT, the Design-Builder may relocate an existing sign onto a new structure if the sign is applicable and in good condition. All existing sign removals and relocations shall be shown on the signing plans. The plans shall also include the location and type of delineation devices (including pavement markings).

2.8.1.3 Design of Sign Panels and Locations

Proposed and replaced signage shall be of high intensity prismatic sheeting. The design capacity of the square tube steel posts shall be evaluated by the Design-Builder for the proposed sign panel(s). The Design-Builder is responsible for ensuring that square tube steel posts are sufficient to support all project signage. The Design-Builder shall coordinate all sign locations with all proposed landscaping, signal, utility, hydraulic, and all other roadside features to assure proper clearances and adequate sight distances. All signage and route marker assemblies installed as part of the Project along Route 29 shall be Standard size. The sizes shall adhere to the latest edition of the FHWA Standard Highway Signs Book, the Virginia Supplement to the MUTCD, and all applicable Traffic Engineering Division Numbered Memoranda.

The Design-Builder shall use Standard VDOT sign structures for new and relocated VDOT owned signs. For all non-standard signs the Design-Builder shall use GUIDSIGNsoftware to design the sign panels. The Design-Builder shall utilize the MUTCD andVirginia Supplement to the MUTCD (including design requirements in the Standard HighwaySigns and Markings Book and the Virginia Standard Highway Signs Book) to design allnon-standard signs (those signs not having a MUTCD or VDOT standard sign designation).The Clearview font shall be utilized for all positive contrast guide signs in accordance withTraffic Engineering Memorandum TE-337.

2.8.2 Guardrail

The Design-Builder shall ensure that the clear zone within the Project limits is free from hazards and fixed objects. In the event that removal or relocation of hazard and fixed objects from the clear zone is not feasible, the Design-Builder shall design and install appropriate barrier

system for protection in accordance with NCHRP 350 or AASHTO Manual for Assessing Safety Hardware, First Edition. The same clear zone requirement applies to existing conditions affected by this Project where guardrail upgrade will be required. Existing sub-standard guardrail within the Project Limits must be upgraded by the Design-Builder to meet current standards per I&IM 220. This may require the upgrade of guardrail to the nearest logical termination point beyond the current Project limits.

2.8.3 Pavement Markings / Markers

The Design-Builder shall include all required pavement markings, markers and delineators**.** All pavement markings, markers and delineators shall conform to the requirements of the MUTCD, the 2011 Virginia Supplement to the 2009 MUTCD, and applicable special provisions. All pavement markings shall be in accordance with VDOT Traffic Engineering Design Manual, dated 2011. All permanent edge lines, centerlines and skip lines throughout the Project shall be Type B, Class VI Patterned performance tape. All permanent edge lines, centerlines and skip lines placed on concrete surfaces shall use Type B, Class VI Patterned preformed tape with contrast. All preformed arrows and messages shall be Type B, Class I Thermoplastic. Typical lane line widths shall adhere to VDOT Standards PM-1 thru PM-9 and shall be four (4) inches. Stop bars shall be staggered in accordance with VDOT Standard PM-4, and shall be oriented perpendicular to roadway centerlines. If there is insufficient contrast between hydraulic cement concrete pavements and white pavement markings, the use of Type B, Class VI contrast pavement markings consisting of white pavement markings with black non-reflective borders should be considered for lane lines.

All new lane markings, edge lines, and center lines shall be supplemented with snow-plowable raised pavement markers. All permanent snow-plowable raised pavement markers shall be installed in accordance with VDOT Standard PM-8 and/or PM-9. Damaged existing snow-plowable raised pavement markers within the project limits shall be replaced in accordance with VDOT Standard PM-8 and/or PM-9.

2.9 Transportation Management Plan (TMP)

The Design-Builder shall develop and incorporate a TMP in accordance with the requirements of L&D Memorandum IIM-241.5 (dated September 19, 2011). The TMP shall document how traffic will be managed during the construction of the Project. This Project is classified as a Type B Category IV in terms of the TMP. The Design-Builder shall coordinate all work in accordance with the TMP. Minimally, the TMP shall incorporate and address the following elements defined in Section 2.9:

2.9.1 Maintenance of Traffic

The Design-Builder's TMP shall include a Maintenance of Traffic Plan detailing all phases of work, proposed lane closures, maintenance of traffic through the work area and all construction accesses. The TMP shall be submitted for approval by VDOT at least thirty (30) days prior to the start of construction. This plan shall also address safe and efficient operation of adjacent public transportation facilities and State Highways. This plan shall reflect the noted

Scope of Work and all applicable VDOT Standards and Specifications regarding time of work. All users must be addressed and accommodated in the TMP, including pedestrians, bicyclists, transit vehicles, and other motorists. The TMP shall also accommodate safe and efficient snow removal operations and ensure proper drainage during all phases of construction. Access must be maintained to all businesses, residential communities, and private entrances at all times. The phases in the Design-Builder's suggested sequence of construction that accompany an approved work package shall be followed unless the Design-Builder submits and secures VDOT approval for a sequence which will both expedite construction while lessening the effect of such construction upon the traveling public.

The staging of the project shall be implemented to maintain a minimum of two 11 ft lanes of traffic in each direction at all times. Under no circumstances will concurrent construction left and right of any lane of traffic be allowed, unless otherwise approved by the Department.

The Maintenance of Traffic Plans shall extend an appropriate distance beyond the construction tie-in locations to allow for the required length of shift per the current editions of the Virginia Work Area Protection Manual and the MUTCD. Any areas that are immediately adjacent to traffic, excavated below the existing pavement surface, within the clear zone, and not protected by positive barrier, at the conclusion of each work day shall be backfilled to form an approximate 6:1 wedge against the pavement surface for the safety and protection of vehicular traffic.

Construction signs and temporary pavement markings shall be installed, maintained, adjusted, and removed by the Design-Builder throughout the duration of the Project.

All entrances, intersections or pedestrian access points/routes that will be affected by the work zone or by the traffic control devices will be maintained or acceptable alternate must be provided by the Design-Builder.

A minimum width of one (1) foot shall be provided between the traffic lane and the Traffic Barrier Service or Group II Channelizing devices.

The Design-Builder shall not close lanes unless otherwise approved. The Design-Builder shall only coordinate Virginia State Police (VSP) usage as needed for lane closures and traffic changes if approved by VDOT. The Design-Builder shall be responsible for coordinating through VDOT for VSP service. VDOT shall be responsible for all costs incurred by the VSP specific to the Project.

If desired, reductions in the speed limits within the work zones shall be requested and prepared by the Design-Builder in accordance with TE-350, and must be reviewed and approved by the Northern Regional Operations (NRO) Traffic Engineer. This includes a Work Zone Speed Analysis prepared by a Professional Engineer licensed and registered in the Commonwealth of Virginia.

The Design-Builder shall assign a traffic control supervisor to provide work zone traffic control management for the Project.

Flag persons shall be certified according to the Virginia Flagger Certification Program.

2.9.1.1 Allowable Work Hours

Lane or road closures shall be in accordance with the table below. Lane closures above and beyond what is shown below shall be approved by VDOT as part of the Design-Builder's Transportation Management Plan.

Route 29 Lane Closure Hours	
Day	**Single Lane Closure**
Monday	9:30AM to 3:30PM, 10:00PM to 5:00AM
Tuesday	9:30AM to 3:30PM, 10:00PM to 5:00AM
Wednesday	9:30AM to 3:30PM, 10:00PM to 5:00AM
Thursday	9:30AM to 3:30PM, 10:00PM to 5:00AM
Friday	9:30AM to 2:00PM
Friday to Saturday	10:00PM to 6:00AM
Saturday to Sunday	10:00PM to 8:00AM
Sunday to Monday	10:00PM to 5:00AM

VDOT may consider complete closures of mainline Route 29; however, complete closures can only occur with substantiation of need by the Contractor and written authorization by VDOT. All lane closures shall be coordinated with VDOT Traffic Management Center (TMC) seven (7) days in advance of closure.

Extension of a lane closure time, except as approved by VDOT, is not acceptable. Restoration of traffic shall mean the completion of all construction work, the removal of all traffic control devices and signs and removal of all workers, materials, and equipment from the roadway.

If the Design-Builder fails to restore traffic lanes, the Design-Builder will not be allowed further lane closures until the causes for the failure are evaluated by VDOT and VDOT concurs that the causes have been corrected by the Design-Builder. A formal submission as to the reasons for the failure to restore traffic lanes within the lane closure restrictions referenced in the table above and the proposed corrective measures shall be provided to VDOT within two (2) days of the occurrence. No modifications to the Contract Price or Contract Time(s) will be granted or considered for these days.

VDOT reserves the right to monitor traffic conditions impacted by the work and to make additional restrictions as may be necessary; i.e., terminate a lane closure early.

Access to all adjacent properties shall be maintained throughout the duration of the project. All private and commercial entrances within the project limits shall remain open for the duration of the project.

All preparatory or exploratory work to any existing facilities including, but not limited to, geotechnical investigations shall follow the Virginia Work Area Protection Manual and the lane closure restrictions referenced in the table above for any planned lane closures.

2.9.1.2 Holiday Restrictions

In addition to the Limitations of Operations defined by Section 108.02 of the Division I Amendments (Part 5) to the Standard Specifications, the Design-Builder shall not be permitted to conduct any operations within the project limits during the following periods:

- New Year Day Holiday shall be from 7:00 AM December 31st of each calendar year until 7:00 AM the next work day following New Year Day of each calendar year, unless the holiday occurs on a Sunday and then the following Monday shall be considered the Holiday.
- Memorial Day Holiday shall be from 7:00 AM Friday prior to Memorial Day of each calendar year until 7:00 AM Tuesday following the Memorial Day of each calendar year.
- Easter Holiday shall be from 7:00 AM on Good Friday of each calendar year until 7:00 AM the following Monday after Easter Sunday.
- Independence Day Holiday shall be from 7:00 AM July 3rd of each calendar year until 7:00 AM the next work day following Independence Day of each calendar year, unless the holiday occurs on a Sunday and then the following Monday shall be considered the Holiday.
- Labor Day Holiday shall be from 7:00 AM Friday prior to Labor Day of each calendar year until 7:00 AM Tuesday following the Labor Day of each calendar year.
- Thanksgiving Day Holiday shall be from 7:00 AM Wednesday prior to Thanksgiving Day of each calendar year until 7:00 AM Monday following the Thanksgiving Day of each calendar year.
- Christmas Day Holiday shall be from 7:00 AM December 23rd of each calendar year until 7:00 AM December 27th of each calendar year.

2.9.1.3 Weekend Restrictions

All weekend lane closures and construction activities are subject to the requirements of Section 2.10.1.1 of this document.

2.9.2 Portable Changeable Message Signs

Portable Changeable Message Signs (PCMS's) shall be used in advance of the work zone on Route 29. The Design-Builder shall provide at least two (2) PCMS's along Route 29, which are to be placed in advance of the Project in each direction. PCMS's shall also be used to provide

en-route travel information about planned construction, delays or other sudden changes in travel conditions throughout the Project's duration.

The Design-Builder shall provide notification via portable changeable message signs (one in each direction) for a minimum of one week in advance of any planned lane closures, community entrance closures, ingress/egress diversions and other activities that will impact access and circulation through the communities with the project limits.

2.9.3 Transportation Operations Strategies

The Design-Builder shall follow the Transportation Operations Strategies set-forth in the following sections:

2.9.3.1 Incident Management

In accordance with Section 2.9, the Design-Builder shall submit a TMP for review and approval. The TMP shall address at a minimum the following with respect to incident management:

- 24/7 point of contact for emergency notification of incident by TOC
- Equipment to be utilized in the event a detour is necessary
- Pre-staged detour equipment and materials needs
- Coordination with VDOT NOVA District Maintenance Section
- Signage of detour routes
- Coordination with VSP

The Design-Build Team shall obtain Emergency Tow Wrecker Service for incident management and response to be on-scene during all lane and shoulder closures to remove a disabled vehicle in the work zone. The service shall respond to any incident within the work zone on Route 29 at anytime lanes or shoulders are restricted. The service must be capable of towing any size vehicle, including light, medium, and heavy vehicles. The wrecker will be placed at a strategic location within the work zone to facilitate rapid removal. The tow wrecker shall be in communication with the Regional TOC. Wrecker service shall already be listed as a qualified wrecker from the VSP Police Assisted Tow list and have Towing & Recovery Association of America - TRAA Class 1 light duty, Class 6 medium duty, and Class 8 Heavy Duty towing vehicles. Towing shall consist of removing the disabled vehicle from the roadway to an approved disposal location. Towing vehicles shall be properly licensed and insured.

The Design-Builder shall have an articulating wheel loader with minimum 3.0 cubic yard bucket and traffic lane control equipment available to assist VDOT Northern Virginia District Maintenance Section in snow removal operations during winter months when lanes or shoulders are restricted. Activities shall be coordinated with the VDOT Northern Virginia District Maintenance Section. Design-Builder is also responsible for coordinating with VDOT Northern Virginia District Maintenance Section on regular maintenance items such as mowing, wildflower beds and accident damage.

2.9.3.2 Backup Vehicle

The Design-Builder shall provide a vehicle equipped with a "BE PREPARED TO STOP" sign (VW-27) to report any queues associated with all lane closures to the Regional TOC. The vehicle shall be highly reflective and be equipped with flashing lights as appropriate. The driver shall be equipped with the ability to communicate with the Regional TOC and project personnel. The backup vehicle shall be used during all lane closures. The intent of this vehicle is to provide as much advanced warning as safely possible to inform motorists of work zone queues.

2.9.3.3 Available Alternate Routes for Incident Management

This segment of Route 29 is paralleled by I-66 and SR 620 (New Braddock Rd) respectively, as well as various other roadways. These routes vary in speed limit, traffic control and number of lanes. These surface streets can be used to navigate around lane closures or incidents in the Project. The Design-Builder shall coordinate with VDOT to determine allowable alternate routes and detours. The Design-Builder shall be responsible for all detour signage and traffic control measures required.

Upon notification from the TOC of an incident requiring a detour, the Design-Builder shall establish the detour within 30 minutes from 6 AM-8 PM daily, critical construction activities, and during the limitation of operations as defined in Section 2.10.1.1. The Design-Builder shall establish the detour within one hour during all other times not referenced. The Design-Builder shall coordinate exclusively with the Regional TOC. The Regional TOC will coordinate with the appropriate State and Local authorities.

Response/Setup times will be based on those recorded at the Regional TOC Traffic Management System

2.10 Public Involvement/Relations

The Design-Builder shall be responsible for providing a point of contact and phone number for the public to use in calling to request information or express concerns throughout the duration of the project. All information to be released to the public shall be approved by VDOT. The Design-Builder shall also be responsible for coordinating preparation and release of public information with VDOT's Northern Virginia District Office of Public Affairs.

During the Design, Right of Way and Construction Phases, the Design-Builder shall:

- Hold "Pardon our Dust" meeting prior to construction commencement with affected stakeholders. These stakeholders will include but not be limited to local institutions and Fairfax County service providers (Police, Fire and EMS Departments.)

- Hold informal meetings with affected stakeholders when necessary as directed by VDOT. These stakeholders will include but not be limited to local institutions

and Fairfax County service providers (Police, Fire and EMS Departments), and Homeowners Associations. Any meetings held will be in accordance with the VDOT Policy Manual for Public Participation in Transportation Projects.

- Provide to VDOT's Project Manager, as directed by VDOT, written information about the project suitable for posting by VDOT on its website, including any significant changes that affect the public. Such information will include a Project overview, plan of work, overall Project schedule and progress, potential impacts to traffic on all roadways within the project limits (i.e., temporary lane closures, ramp reconstruction, milling operations), up–to-date project photos, and contact information. In addition, the above information shall be provided concurrent with the first plan submittal.

- Develop and maintain an email distribution list which will communicate relevant project information to all stakeholders on a quarterly or as-needed basis. The project information to communicate includes, but is not limited to a project overview, plan of work, overall project schedule and progress, potential impacts to traffic on all roadways within the project limits (i.e., temporary lane closures, ramp reconstruction, milling operations), community entrance closures, and ingress/egress diversions. Provide project information to VDOT for review and approval prior to distribution.

During the Construction Phase, the Design-Builder shall:

- Provide an emergency contact list of project personnel and have sufficient manpower and resources available to respond to any onsite emergency, including any work zone incidents.

A public hearing was held for this Project on June 15, 2011. Applicable Public Hearing comments have been compiled and have been incorporated into the plans as deemed necessary by VDOT. Any meetings held will be conducted in accordance with the VDOT Policy Manual for Public Participation in Transportation Projects, revised August 2011.

2.11 Right-of-Way

The Design-Builder, acting as an agent on behalf of the Commonwealth of Virginia ("Commonwealth"), shall provide all right of way acquisition services for the Project's acquisition of fee right of way and permanent, temporary and utility easements including survey plats. Right of way acquisition services shall include certified title reports, appraisal, appraisal review, negotiations, relocation assistance services and parcel closings, to include an attorney's final certification of title. The Design-Builder's lead right of way acquisition consultant shall be a member of VDOT's prequalified right of way contracting consultants (listed on VDOT's web site) and the Design-Builder's right of way team shall include VDOT prequalified appraisers and review appraisers (also listed on VDOT's web site). VDOT will retain authority for approving appraisal scope and appraiser, just compensation, relocation benefits, and settlements. VDOT must issue a Notice to Commence Right of Way Acquisition to the Design-Builder prior to any

offers being made to acquire the property. This represents a hold point in the Design-Builder's Baseline Schedule. VDOT must also issue a Notice to Commence Construction to the Design-Builder once the property has been acquired prior to commencing construction on the property. This also represents a hold point in the Design-Builder's Baseline Schedule. The Design-Builder will **NOT** be responsible for the right of way acquisition costs. As used in this RFP, the term "right of way acquisition costs" means the actual purchase price paid to a landowner for right of way, including fee, any and all easements, and miscellaneous fees associated with closings as part of the Project. All right of way acquisition costs will be paid by VDOT, and shall not be included in the Offeror's Price Proposal. Notwithstanding the foregoing provision, should additional right of way (whether fee or easements) be required to accommodate Design-Builder's unique solution and/or Contractor's means, methods and resources used during construction above and beyond the right of way limits depicted on the preliminary drawings included in the RFP Information Package, then all right of way acquisition costs for such additional fee or easements shall be paid by the Design-Builder. These costs would include (but not be limited to) the costs of any public hearings that may be required, actual payments to property owners and all expenses related to the additional acquisitions and associated legal costs as well as any additional monies paid the landowners to reach a settlement or pay for court award. In the event additional right of way is needed as a result of an approved scope change request by the Design-Builder, the Design-Builder shall follow the procedures indicated in the "Right of Way Acquisition Guidelines" (Chapter 5 of VDOT's Right of Way Manual of Instructions; http://www.virginiadot.org/business/row-default.asp). Additionally, the Design-Builder is solely responsible for any schedule delays due to addition right of way acquisition associated with the Design-Builder's design changes and no time extensions shall be granted.

The following responsibilities shall be carried out by either the Design-Builder or VDOT as specified in each bulleted item below:

- The Design-Builder shall acquire property in accordance with all Federal and State laws and regulations, including but not limited to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (the "Uniform Act") and Titles 25.1 and 33.1 of the 1950 Code of Virginia, as amended. The acquisition of property shall follow the guidelines as established by VDOT and other State and Federal guidelines that are required and the VDOT Right of Way Manual of Instructions and the VDOT Utilities Manual of Instructions, as well as IIM-LD-243.4 and Chapter 12 of the VDOT Survey Manual, which require individual plats to be prepared and recorded with each deed, easement agreement, certificate or other instrument relating to the acquisition of any interest in real property required for this Project. All conveyance documents for the acquisition of any property interest shall be accompanied by properly marked plan sheets and profile sheets.

- The Design Builder may not employ the use of Rights of Entries until the property owner has been made a bona fide offer to acquire the property.

- If the Design Builder and/or the Right of Way sub-consultant does not follow 49 CFR Part 24 Uniform Relocation and Real Property Acquisition Act of 1970 (The Uniform Act) in the performance of the acquisition and/or relocation processes, or fails to obtain

or create any mandatory written documentation in their right of way parcel file, the Design Builder shall be responsible for any and all expenses determined to be ineligible for reimbursement of federal funding (80% of amount).

- VDOT shall designate a hearing officer to hear any Relocation Assistance appeals. VDOT agrees to assist with any out of state relocation by persons displaced within the rights of way by arranging with such other state(s) for verification of the relocation assistance claim.

- VDOT will entertain the use of relocation incentive plans on projects with significant numbers or critical relocations. Such incentive plans shall be presented to VDOT for approval. If VDOT approves the incentive plan, it will seek Federal Highway Administration approval. Any relocation incentive plan shall be uniformly administered so that all landowners and displaces of a similar occupancy receive fair and equitable treatment. Under no circumstances is a relocation incentive to be used without VDOT's prior approvals.

- VDOT will entertain the use of protective leasing to ensure the availability of housing or apartments for relocation purposes. Such protective leasing plans must be presented to VDOT for approval prior to their implementation.

- Section 33.1-134 of the Code of Virginia, 1950, as amended, provides that the Commissioner of Highways may acquire lands on which graves are located through either voluntary conveyance or condemnation. In the course of relocating such graves, the Commissioner of Highways, through the Office of the Attorney General, will appoint an attorney to prepare the Order and Petition for the exhumation and re-interment of the graves. The Design Builder shall be responsible for verifying the number of graves, locating next of kin if possible, acquiring new grave sites and managing the grave relocations as outlined in Chapter 3.4.7 of the Right of Way Manual of Instructions dated January 1, 2011.

- The Design-Builder shall submit a Project specific Acquisition and Relocation Plan to VDOT for VDOT Right of Way approval prior to commencing right of way activities. No offers to acquire property shall be made prior to the Acquisition and Relocation Plan approval and a Notice to Commence Acquisition. This represents a hold point in the Offeror's CPM Schedule. The Acquisition and Relocation Plan shall describe the Offeror's methods, including the appropriate steps and workflow required for title examinations, appraisals, review of appraisals, negotiations, acquisition, and relocation, and shall contain the proposed schedule of right of way activities including the specific parcels to be acquired and all relocations. The schedule shall include activities and time associated with VDOT's review and approval of just compensation, relocation benefits and administrative settlements. The plan shall allow for the orderly relocation of displaced persons based on time frames not less than those provided by the "Uniform Act." This plan shall be updated as necessary during the life of the Project and all updates must be submitted to VDOT for approval. The plan approval is based on the Plan

providing a reasonable and orderly workflow and the plan being provided to the VDOT Representative as completed.

- A VDOT Representative will be available to make timely decisions concerning the review and approval of just compensation, approval of relocation benefits, approval of administrative settlements and approval of closing or condemnation packages on behalf of VDOT. The VDOT Representative is committed to issuing decisions on approval requests within twenty-one (21) days. The commitment is based on the Plan providing a reasonable and orderly workflow and the work being provided to the VDOT Representative as completed. Submission of documents requiring VDOT approval shall contain the necessary language and certifications as shown on the examples provided in the Appendix to Chapter 10, "Special Projects", of the Right of Way Manual.

- The Design-Builder shall obtain access to and use VDOT's Right of Way and Utilities Management System ("RUMS") to manage and track the acquisition process. RUMS will be used for Project status reporting; therefore, entries in RUMS shall be made at least weekly to accurately reflect current Project status. VDOT standard forms and documents, as found in RUMS, will be used to the extent possible. Training in the use of RUMS and technical assistance will be provided by VDOT.

- The Design-Builder shall provide a current title examination (no older than sixty (60) days) for each parcel at the time of the initial offer to the landowner. Each title examination report shall be prepared by a VDOT approved attorney or Title Company. If any title examination report has an effective date that is older than sixty (60) days, an update is required prior to making an initial offer to the landowner. A Title Insurance Policy in favor of the Commonwealth of Virginia in form and substance satisfactory to the VDOT shall be provided by the Design-Builder, for every parcel acquired by voluntary conveyance.

- The Design-Builder shall submit a scope of work detailing the type of appraisal to be prepared for each parcel and the name of the proposed appraiser for VDOT review and approval in writing prior to commencing the individual parcel appraisal. The proposed appraiser shall be of an appropriate qualification level to match the complexity of the appraisal scope. The Design-Builder shall prepare appraisals in accordance with VDOT's Appraisal Guidelines. The reviewer shall be approved by VDOT and shall be on VDOT's approved fee appraiser list. VDOT shall issue a final approval of all appraisals.

- The Design-Builder shall make direct payments of benefits to property owners for negotiated settlements, relocation benefits, and payments to be deposited with the court. Payment documentation is to be prepared and submitted with the Acquisition Report (RW-24). VDOT will process vouchers and issue State Warrants\checks for all payments and send to the Design-Builder, who will be responsible for disbursement and providing indefeasible title to VDOT.

- The Design-Builder shall prepare, obtain execution of, and record documents conveying title to such properties to the Commonwealth of Virginia and deliver all executed and recorded general warranty deeds to VDOT. Prior to the recordation of any instrument, VDOT shall review and approve the document. For all property purchased in conjunction with the Project, title will be acquired in fee simple (except that VDOT may, in its sole discretion, direct the acquisition of a right of way easement with respect to any portion of the right of way) and shall be conveyed to the "Commonwealth of Virginia, Grantee" by a VDOT-approved general warranty deed, free and clear of all liens and encumbrances, except encumbrances expressly permitted by VDOT in writing in advance of deed recordation. All easements, except for private utility company easements shall be acquired in the name of "Commonwealth of Virginia, Grantee". Private utility company easements will be acquired in the name of each utility company when the private utility company has prior recorded easements.

- Because these acquisitions are being made on behalf of the Commonwealth, VDOT shall make the ultimate determination in each case as to whether settlement is appropriate or whether the filing of an eminent domain action is necessary, taking into consideration the recommendations of the Design-Builder. When VDOT authorizes the filing of a certificate, the Design-Builder shall prepare a Notice of Filing of Certificate and the certificate assembly. All required documents necessary to file a certificate shall be forwarded along with a prepared certificate to the VDOT Project Manager. Once reviewed, the certificate will be forwarded to Central Office for review and approval. VDOT will execute the certificate, provide the money as appropriate and will return the assembly to the Design-Builder. The Design-Builder shall update the title examination and shall file the certificate.

- When VDOT determines that it is appropriate, the Design-Builder shall be responsible for continuing further negotiations for a minimum of sixty (60) days, in order to reach settlement after the filing of certificate. After that time the case will be assigned to an outside attorney appointed by VDOT and the Office of the Attorney General. When requested, the Design-Builder shall provide the necessary staff and resources to work with VDOT and its attorney throughout the entire condemnation process until the property is acquired by entry of a final non-appealable order, by deed, or by an Agreement After Certificate executed and approved by VDOT and the appropriate court. The Design-Builder will provide updated appraisals (*i.e.*, appraisal reports effective as of the date of taking) and expert testimony supporting condemnation proceedings upon request by VDOT. Services performed by the Design-Builder or its consultants after an eminent domain action is assigned to an outside attorney will be paid, if and when necessary, under a Work Order in accordance with Article 9 of Part 4 (General Conditions of Contract).

- The Design-Builder will be responsible for all contacts with landowners for rights of way or construction items.

- The Design-Builder shall use reasonable care in determining whether there is reason to believe that property to be acquired for rights of way may contain concealed or hidden

wastes or other materials or hazards requiring remedial action or treatment. When there is reason to believe that such materials may be present, the Design-Builder shall notify VDOT within three (3) calendar days. The Design-Builder shall not proceed with acquiring such property until they receive written notification from VDOT.

- During the acquisition process and for a period of three years after final payment is made to the Design-Builder for any phase of the work, and until the Commonwealth of Virginia has indefeasible title to the property, all Project documents and records not previously delivered to VDOT, including but not limited to design and engineering costs, construction costs, costs of acquisition of rights of way, and all documents and records necessary to determine compliance with the laws relating to the acquisition of rights of way and the costs of relocation of utilities, shall be maintained and made available to VDOT for inspection and/or audit. This also would apply to the Federal Highway Administration on projects with federal funding. Throughout the design, acquisition and construction phases of the Project, copies of all documents/correspondence shall be submitted to both the Central Office and respective Regional Right of Way Office.

- Prior to Project completion, the Design-Builder shall provide and set VDOT RW-2 right of way monuments within the Project limits.

2.12 Utilities

The Design-Builder shall be responsible for coordination of the Project construction with all utilities that may be affected. The Design-Builder shall be responsible for coordinating the work of the Design-Builder, its subcontractors and the various utilities. The resolution of any conflicts between utilities and the construction of the Project shall be the responsibility of the Design-Builder. No additional compensation or time will be granted for any delays, inconveniences, or damage sustained by the Design-Builder or its subcontractors due to interference from utility owners or the operation of relocating utilities or betterments. All cost for utility relocations shall be included in the Offeror's Price Proposal. Any utility betterments shall not be included in the Offeror's Price Proposal but shall be reimbursed to the Design-Builder through agreement with the requesting utility owner. The Offeror shall contact each utility owner prior to submitting bids to determine the scope of each utility owner's relocation.

The Design-Builder shall be responsible for utility designations, utility location (test holes), conflict evaluations, cost responsibility determinations, utility relocation designs, utility relocations and adjustments, utility reimbursement, replacement land rights acquisition and utility coordination required for the Project. The Design-Builder shall be responsible for all necessary utility relocations and adjustments to occur in accordance with the accepted Baseline Schedule. All efforts and cost necessary for utility designations, utility location (test holes), conflict evaluations, cost responsibility determination, utility relocation designs, utility relocations and adjustments, utility reimbursements, replacement land rights acquisition and utility coordination shall be included in the Offeror's Price Proposal; provided, however, that the compensation paid to landowners for replacement land rights will be paid by VDOT and shall **NOT** be included in the Offeror's Price Proposal.

The Design-Builder shall make all reasonable efforts to design the Project to avoid conflicts with utilities, and minimize impacts where conflicts cannot be avoided. The Design-Builder shall in no way disturb the Verizon duct bank during construction. The Design-Builder shall coordinate with Verizon and VDOT to ensure the structural integrity of the duct bank is not compromised as a result of the bridge design, detailing and construction.

The Design-Builder shall initiate early coordination with all utilities located within the Project limits. The Design-Builder shall identify and acquire any replacement utility easements needed for all utilities necessary for relocation due to conflicts with the Project.

The Design-Builder shall provide all utilities with roadway design plans as soon as the plans have reached a level of completeness adequate to allow them to fully understand the Project impacts. The utility companies will use the Design-Builder's design plan for preparing relocation plans and estimates. If a party other than the utility prepares relocation plans, there shall be a concurrence box on the plans where the utility signs and accepts the relocation plans as shown.

The Design-Builder shall coordinate and conduct a preliminary utility review meeting with all affected utility companies to assess and explain the impact of the Project. VDOT's Project Manager and Regional Utility Manager (or designee) shall be included in this meeting.

The Design-Builder shall verify the prior rights of each utility's facilities if claimed by a Utility owner. If there is a dispute over prior rights with a utility, the Design-Builder shall be responsible for resolving the dispute. The Design-Builder shall prepare and submit to VDOT a Preliminary Utility Status Report within 120 days of the Date of Commencement that includes a listing of all utilities located within the Project limits and a conflict evaluation and cost responsibility determination for each Utility. This report shall include copies of existing easements, as-built plans, or other supporting documentation that substantiates any compensable rights of the utilities.

The Design-Builder shall obtain the following from each utility that is located within the Project limits: relocation plans including letter of "no cost" where the utility does not have a compensable right; utility agreements including cost estimate and relocation plans where the utility has a compensable right; letters of "no conflict" where the utility's facilities will not be impacted by the Project.

The Design-Builder shall review all relocation plans to ensure that relocations comply with the current VDOT Utility Manual, Utility Relocation Policies and Procedures and VDOT's Land Use Permit Manual. The Design-Builder shall also ensure that there are no conflicts with the proposed roadway improvements, and ensure that there are no conflicts between each of the utility's relocation plans. The Design-Builder shall prepare and submit to VDOT all relocation plans. The Design-Builder shall assemble the information included in the relocation plans in a final and complete form and in such a manner that VDOT may approve the submittals with minimal review. The Design-Builder shall meet with VDOT's Regional Utilities Office within 45 days of the Date of Commencement to gain a full understanding of what is required with each submittal. The Design-Builder shall receive written approvals from VDOT prior to authorizing

utilities to commence relocation construction. The utilities shall not begin their relocation work until authorized by the Design-Builder. Each relocation plan submitted shall be accompanied by a certification from the Design-Builder stating that the proposed relocation will not conflict with the proposed roadway improvement and will not conflict with another utility's relocation plan.

The design builder will create utility agreements and transmit them for signatures for any relocation work needed for the public utilities as outline in the VDOT Utility Manual. These utilities should include Fairfax DPW sewer line as well as Fairfax Water waterline for this project.

Any relocation work within the project limits to be performed by Fiberlight will be at 100% utility cost. This line was placed with knowledge of this project and a waiver of rights was included with the permit package making the responsible for 100% of the cost of any relocation needed for this project.

At the time that the Design-Builder notifies VDOT that the Design-Builder deems the Project to have reached Final Completion, the Design-Builder shall certify to VDOT that all utilities have been identified and conflicts have been resolved and that those utilities with compensable rights or other claims related to relocation or coordination with the Project have been relocated and their claims and compensable rights satisfied or shall be satisfied by the Design-Builder.

The Design-Builder shall accurately show the final location of all utilities on the as-built drawings for the Project.

Known utility owners and their respective contact numbers include but are not limited to the following:

<u>Water</u>
Fairfax County Water Authority
8560 Arlington Blvd
Merrifield, Virginia 22116
Contact: Jeanie Swim
Telephone: 703-698-5600

<u>Telephone</u>
Verizon/Bell Atlantic
2980 Fairview Park Dr
Falls Church, Virginia 22042
Contact: Bill Suter
Telephone: 703-886-6487

MCI / Verizon Business
12379A Sunrise Valley Drive
Reston, VA 20191 Contact: David Fisher
Telephone: 703-391-5782

Shentel
500 Shentel Way
PO Box 459
Edinburg, VA 22824
Contact: Tommy Keeler
Telephone: 540-984-4850

Fiberlight
610 Herndon Parkway
Suite 250
Herndon, VA 20170
Contact: Chris Russell
Telephone: 571-323-7666

Electric
Dominion Virginia Power
3072 Centreville Road
Herndon, Virginia 20171
Contact: Verna Love
Telephone: (571)203-5147

Cable Television:
Cox Communications
3080 Centreville Road
Herndon, Virginia 20171
Contact: Jeff Acertio
Telephone: (703)480-7812

Natural Gas:
Washington Gas
6801 Industrial Rd
Springfield, Virginia 22151
Contact: Allen Melliza
Telephone: (703)750-4256

NOVA Traffic Operations Center:
Virginia Department of Transportation
4975 Alliance Drive
Fairfax, Virginia 22030
Telephone: 703-877-3450

2.13 Quality Assurance / Quality Control ("QA/QC")

The Design-Builder shall submit its Quality Assurance/ Quality Control (QA/QC) Plan for both design and construction to VDOT for review and approval at the meeting held after the

Date of Commencement as set forth in Part 4, Section 2.1.2. Along with the QA/QC Plan submittal, the Design Manager and Quality Assurance Manager (QAM) shall provide a presentation of the QA/QC Plan for both design and construction utilizing Project related scenarios. Project scenarios shall include, but not be limited to:

- Preparatory Inspection Meeting requirements, including incorporation of at least one each, Witness and Hold Point, as set forth in Sections 5.3 and 5.14 of the Department's guidance document for Minimum Requirements for Quality Assurance and Control Requirements on Design-Build and Public-Private Transportation Act Projects, January 2012 (January 2012 QA/QC Guide);
- At least one (1) material which VDOT retains responsibility for testing as identified in Table 5-2, January 2012 QA/QC Guide;
- Situation arising requiring the issuance of a Non-Conformance Report and subsequent review of the report, including completion of corrective measures and the issuance of a Notice of Correction of non-conformance work with proper log entries and proper interface with auditing and recovery requirements as set forth in Section 5.10 of the January 2012 QA/QC Guide for nonconforming work resulting from:
    - defective equipment
    - construction activities/materials which fail to conform as specified;
- Inspection documentation capturing requirements as set forth in Sections 5.20 and 5.21 of the January 2012 QA/QC Guide; as well as inspection of foundation and pavement subgrades that are to be performed and certified by the Design-Builder's licensed geotechnical engineer in accordance with the Contract requirements;
- Application for payment for Work Package which includes work element, including review and approval by Quality Assurance Manager;

Detail two (2) sample entries in Materials Notebook showing completion of Form C-25, including subsequent submission and review by Department Project Manager as set forth in Section 5.21 of the January 2012 QA/QC Guide. Refer to Section 803.73 of VDOT's Manual of Instruction for Materials Division, Form TL-142S, for an example of a completed Materials Notebook and VDOT Materials Division Memorandum Number MD299-07 for Materials Acceptance – October 4, 2007)

2.13.1 Design Management

The Design-Builder is responsible for design quality in accordance with the January 2012 QA/QC Guide. The Design Manager, assigned by the Design-Builder, shall be responsible for establishing and overseeing a QA/QC Program for all pertinent disciplines involved in the design of the Project, including review of design, working plans, shop drawings, specifications, and constructability of the Project. This individual shall report directly to the Design-Builder's Project Manager, and is responsible for all of the design, inclusive of QA and QC activities. Members of the Design QA and QC team are responsible for review of all design elements to ensure the development of the plans and specifications are in accordance with the requirements of the Contract Documents. Design QA should be performed by one or more member(s) of the lead design team that are independent of the Design QC. The project design control plan will

provide VDOT assurance that the design plans and submittals will meet all contract requirements.

Appendix 2 of the January 2012 QA/QC Guide provides minimum requirements that shall be met for development of the Design QA/QC Plan.

2.13.2 Construction Management

The Design-Builder shall develop, operate, and maintain a Construction QA/QC Plan in accordance with VDOT's January 2012 QA/QC Guide. The Design-Builder shall have the overall responsibility for both the QA and QC activities and shall be responsible for all QA activities and QA sampling and testing for all materials used and work performed on the Project. These QA functions shall be performed by an independent firm that has no involvement in the construction QC program/activities. There shall be a clear separation between QA and construction, including separation between QA inspection and testing operations and construction QC inspection and testing operations, including testing laboratories. Two independent, AMRL certified testing laboratories will be required, one for QA testing and one for QC testing.

The QAM shall have the authority to enforce requirements of the Contract Documents, and Reference Documents, when deficient materials or unsatisfactory finished products fail to conform to Contract Documents and Reference Documents. The QAM, in accordance with his/her assignment, shall monitor, and inspect the construction work as it progresses. The Design-Builder shall establish and maintain a Quality Assurance Auditing and Nonconformance Recovery Plan (AR Plan) for uniform reporting, controlling, correction and disposition and resolution of nonconformance (including disputed nonconforming items) issues that may arise on the Project. The Design-Builder's AR Plan shall establish a process for review and disposition of nonconforming workmanship, material, equipment or other construction and design elements of the Work including the submittal Design Review process. All deficiencies (hereinafter referred to as a Non-Conformance), including those pertaining to rules, regulations, and permit requirements, shall be documented by the QAM. A Non-Conformance Report ("NCR") referenced by a unique number, shall be forwarded to the Contractor and VDOT within 24 hours of discovery of the Non-Conformance. Non-conformance procedures are provided in Section 5.10.5 of the January 2012 QA/QC Guide.

The Design-Builder will also be responsible for providing QA and QC testing for all materials manufactured off-site, excluding the items listed below:

- Prestressed Concrete Structural Elements (beams, girders (VDOT adopted Bulb-T sections), and piles).
- Structural Steel Elements (beams and girders).
- Pipe (concrete, steel, aluminum and high density polyethylene) for culverts, storm drains and underdrains.
- Precast Concrete Structures.
- Asphalt Concrete Mixtures.
- Aggregate (dense and open graded mixes).

- Metal Traffic Signal and Light Poles and Arms

VDOT will provide plant QA and plant QC inspection and/ or testing of these items. In the event that VDOT determines that materials fail to meet the tolerances in the Road and Bridge specifications, a NCR will be issued by the VDOT Project Manager and addressed to the Design-Builder's QAM for resolution. The Design-Builder is required to submit documentation of the source of materials, including the source of each material to be incorporated into the project and the acceptance method that will be used for the material. A VDOT Form C-25 may be used to meet this requirement; however, the Design-Builder is required to submit a VDOT Form C-25 for all materials that VDOT retains responsibility for testing. The source of materials, C-25 is for informational purposes only and will not be approved or rejected by VDOT since it is the Design-Builder's responsibility to obtain materials that meet the contractual requirements. The Design-Builder will be responsible for providing QA and QC testing of all off-site materials that are not identified above, including materials obtained from off-site soil borrow pits.

The Design-Builder's QAM shall report directly to the Design-Builder's Project Manager and be independent of the Design-Builder's physical construction operations. The QAM shall establish quantities prior to commencing construction, and provide VDOT a total number of QC, QA, Independent Assurance (IA), Independent Verification Sampling and Testing (IVST), Owner's (the Department) Independent Assurance (OIA), and Owner's Independent Verification Sampling and Testing (OIVST) tests required as a result of the quantities and the sampling and testing requirements as set forth in Tables A-3 and A-4 of the January 2012 QA/QC Guide. VDOT will provide all OIA and OIVST tests and, therefore, final determination of the actual number of OIA and OIVST tests to be performed will be made by VDOT based on these quantities.

The QAM shall be responsible for the QA inspection and testing of all materials used and work performed on the Project to include observing the Contractor's QC activities, maintaining the Materials Notebook (including adherence to the Special Provision for Design-Build Tracking (DBT) numbers included in the RFP Information Package), documentation of all materials, sources of materials and method of verification used to demonstrate compliance with the Contract requirements. This includes all materials where QA testing is to be performed by VDOT. The QAM shall be vested with the authority and responsibility to stop any work not being performed according to the Contract requirements. The construction QA and QC inspection personnel shall perform all of the construction inspection and sampling and testing work that is normally performed by VDOT, as prescribed in the Construction Manual, Inspection Manual, Materials Manual of Instructions and all other applicable Reference Documents. This includes the documentation of construction activities and acceptance of manufactured materials.

The QAM shall assign a Lead QA Inspector to the Project prior to the start of construction. This individual, who must be on the site for the duration of construction of the Project, shall be responsible to observe construction as it is being performed, to include all QC activities to ensure inspection and testing, and correction of any non-conformities of the Work are being performed in accordance with the Contract requirements. If needed, the Lead QA Inspector shall be supported by other QA inspectors under his/her direction to ensure all

construction work and QC activities are being observed. The Lead QA Inspector shall report directly to the QAM.

All sampling and testing should be performed by a laboratory that is accredited in the applicable AASHTO procedures by the AASHTO Accreditation Program (AAP). For test methods not accredited by AAP, the laboratory must comply with AASHTO R18 (most current Edition) and must be approved by the Department at its sole discretion. Two independent testing laboratories will be required, one for QA testing and one for QC testing. The entity(ies) performing QA operations, inspections, sampling and laboratory testing and the entity(ies) performing QC operations, inspections, sampling and laboratory testing shall be unique and independent from one another.

All construction QA and QC personnel shall hold current VDOT materials certifications when testing hydraulic cement concrete, asphalt concrete, soils and aggregate, pavement markings and for the safety and use of nuclear testing equipment, as required by the Road and Bridge Specifications. The QA programs must be performed under the direction of the QAM. The QC programs should be performed under the direction of the Construction Manager. Substitution of Construction Manager and the QAM shall require VDOT approval. In addition, VDOT shall have the right to order the removal of any construction QA and QC personnel to include the QAM and the Construction Manager for poor performance at the sole discretion of the VDOT Project Manager. The QA/QC plan shall include rapid reporting of non-compliance to the VDOT Project Manager, and the remedial actions to be taken as discussed in Section 105.12 of Part 5.

The Design-Builder shall provide, prior to Final Application for Payment, a complete set of Project records that include, but are not limited to the following:

- Project correspondence
- Project diaries
- Test reports
- Invoices
- Materials books
- Certified survey records
- DBE/EEO records
- Warranties
- As-Built Drawings
- Special Tools, etc.

2.14 Plan Preparation

2.14.1 Geopak and MicroStation

When the Design-Builder is given the Date of Commencement, they will be furnished with the following software and files which run in WindowsNT or WindowsXP only: Geopak (current version used by VDOT), MicroStation (current version used by VDOT) and VDOT

Standard Resources Files, and all the design files used to develop the RFP roadway and bridge plans including aerial images and updated survey files.

2.14.2 Software License Requirements

VDOT shall furnish license(s) for all the software products VDOT makes available to the Design-Builder. The License(s) will be supplied upon request by the Design-Builder, based on the data provided on a completed Software License Form, LD-893, and subsequently reviewed and approved by the VDOT Project Manager.

All License(s) are provided for use on the Project detailed on the request only for the duration specified for that Project. Any adjustment made to the Project schedule will be taken into consideration in adjusting the time the license(s) are available. Justification for the number of license(s) requested **MUST** include the estimated number of total computer hours for the task of design, detailing, relating Project management and other computer based engineering functions requiring the software requested.

The appropriate use of all license(s) provided to the Design-Builder will become the responsibility of the Design-Builder regardless of who on the team uses the license(s). The Design-Builder will be responsible for keeping track of the license(s) provided to them or a team member and the prompt return of the license(s) and removal of the software from any system used solely for the Project for which it was obtained.

2.14.3 Drafting Standards

All plans shall be prepared in U.S. customary units and in accordance with the most recent version of the VDOT's Road Design Manual, Vol. I, VDOT's CADD Manual, VDOT's I&IM, VDOT's Traffic Engineering Design Manual and VDOT's Manual of Structure and Bridge Division, Vol. V, Part 2, Design Aids and Typical Details.

The approved plans shall be furnished by the Design-Builder with appropriate signature blocks and Professional Engineer seal on each sheet indicating approval for right of way or construction as applicable.

2.14.4 Electronic Files

All plans shall also be submitted in electronic format using the provided versions of MicroStation CADD software. Files shall be submitted in both DGN & PDF formats. VDOT will furnish electronic files of all applicable standard detail sheets upon request by Design-Builder. The files will use standard VDOT cell libraries, level structures, line types, text fonts, and naming conventions as described in the most recent version of the VDOT CADD Manual and VDOT's Manual of the Structure and Bridge Division, Vol. V- Part 2, Design Aids and Typical Details. Files furnished to Design-Builder in electronic format shall be returned to VDOT and removed from Design-Builder and its designer's computer equipment upon completion of this Project.

2.14.5 Plan Submittals

In addition to electronic files as described in Section 2.15.4 above, the Design-Builder shall prepare and distribute hard copy paper plans in the quantities as specified below, for each of the following deliverables (at a minimum, as other submittals and/or work packages may be necessary or desired):

- Right of Way Plans (if applicable)
- Released for Construction Plans
- Right of Way and/or Construction Revisions
- Record Plans (As-Built)
- Approved Shop Drawings
- Design Calculations

The Right of Way and/ or Construction plans may be submitted for approval in logical subsections (such as from bridge to bridge) and consisting of work packages such as: 1) clearing and grubbing along with erosion and siltation control, grading and drainage, 2) paving, and 3) traffic control. Individual bridge plans may be submitted in logical components such as: 1) foundation, 2) remaining substructure, and 3) superstructure. A submittal schedule and planned breakdown of work packages shall be submitted to VDOT for review and approval as part of the planned Project Baseline schedule.

Right of Way and/ or Construction Plans shall be accompanied by a VDOT LD-436 checklist filled out as appropriate for the specific submittal, and a written notice from the Design Builder to include the following:

- The logical subsections or work packages for which review and approval is being requested
- Confirmation that the submittal has been checked and reviewed in accordance with the Design-Builder's approved QA/QC plan.
- Confirmation that the submittal either meets all requirements of the Contract Documents and Reference Documents or that any deviations from the Contract Documents and Reference Documents have been identified and previously approved by VDOT.

The Design-Builder shall submit all Right of Way and/or Construction plans to VDOT. VDOT shall receive six (6) full-size sets and six (6) half-size sets of each submission, with the exception of the Released for Construction Plans (see Section 2.15.8 below). The plan submissions shall be delivered to the following addresses:

<u>VDOT</u>
Address: Virginia Department of Transportation
4975 Alliance Drive
Fairfax, VA 22030

Attention: Mark Gibney, P.E.

VDOT shall have the right to review all Right of Way and Construction Plans and provide comments regarding compliance with the requirements of the Contract Documents and Reference Documents. The Design-Builder shall be responsible for satisfying all such comments. Formal responses to VDOT comments shall be provided in subsequent submittals.

VDOT has the right to disapprove any design approach that is not in compliance with the requirements of the Contract Documents and Referenced Documents.

VDOT's written approval of any deviations from requirements of the Contract Documents and Reference Documents shall be attached to the plans submitted for review.

2.14.6 Right of Way Plans

Right of Way Plans and any associated Design Calculations shall be submitted to VDOT for review. The time frame for plan review and approval shall be in accordance with the requirements of the Contract Documents. All VDOT comments must be adequately addressed before the Right of Way Plans will be approved. Notice to Commence Right of Way Acquisition will be granted in accordance with Section 2.13 above. The Design-Builder shall be responsible for the design details and ensuring that the design and right of way acquisition work are properly coordinated.

2.14.7 Construction Plans

Construction Plans, and any associated Design Calculations, shall be submitted to VDOT for review. The time frame for plan review and approval shall be in accordance the requirements of the Contract Documents. All VDOT comments must be addressed to the satisfaction of the commentator before Construction Plans are recommended for approval to the Chief Engineer. This plan milestone includes plans that may be submitted as soon as sufficient information is available to develop Construction Plans for certain portions or elements of the Project (or work packages). The Design-Builder shall meet commitments for review and approval by other entities/agencies as specified in other portions of the RFP and its attachments. The Design-Builder shall be responsible for the design details and ensuring that the design and construction work are properly coordinated.

2.14.8 Released for Construction Plans

Released for Construction Plans are those that are issued for construction after approval by VDOT's Chief Engineer. Notice to Commence Construction will only be issued by the VDOT Project Manager upon approval of the Construction Plans (or Work Packages) by the Chief Engineer.

The Released for Construction Plans shall be distributed to VDOT**.** VDOT shall receive three (3) full-size set and three (3) half-size sets of Released for Construction Plans, along with all electronic files. The plans shall be delivered to the following addresses:

VDOT
Address:

Virginia Department of Transportation
4975 Alliance Drive
Fairfax, VA 22030

Attention: Mark Gibney, P.E.

2.14.9 Record (As-Built) Plans

The final plan milestone is Record (As-Built) Plans. As-Built Plans shall be prepared, signed and sealed by a Professional Engineer licensed in Virginia, and submitted to VDOT with the final application for payment. These plans will show all adjustments and revisions to the Construction Plans made during construction and serve as a permanent record of the actual location of all constructed elements.

2.14.10 Plan Deliverables

The Design-Builder shall prepare Hard Copy paper plans and Electronic plans (DGN & PDF) formats on CD or other approved media for each of the following deliverables:

- Approved Construction Plans
- Design Calculations
- Supporting Calculations and Computations for Drainage Design, Erosion and Sediment Control Measures and Stormwater Management.
- Final Hydraulic and Hydrologic Report
- Working/Shop Drawings
- Record Plans (As-Built)
- Right of Way Plats
- Bridge Design/Analysis and Load Rating Reports

2.15 Monthly Progress Meetings

Design-Builder shall participate in monthly progress meetings. During such meetings, progress during the prior month shall be reviewed. The Design-Builder shall collect information from any key subcontractors/sub-consultant responsible for work completed during the specified duration and work scheduled during the upcoming reporting duration. These meetings shall be attended by the Design-Builder's project manager, construction manager, QAM and design manager, as well as other key personnel from the design and construction firms defined within the Offeror's proposal and Department representative's designated by the VDOT Project Manager. Meetings will occur monthly beginning the month after the issuance of the Notice to Proceed. Design-Builder shall be responsible for preparing, maintaining and distributing minutes of the meetings to all attendees for review, comment and/or approval. The meeting minutes shall be provided to the Department within two calendar days of the monthly progress meeting.

2.16 Virginia Occupational Safety and Health Standards

The Project shall comply with Virginia Occupational Safety and Health Standards in accordance with Section 110.05 of the Division I Amendments to the Standard Specifications.

At a minimum, all Contractor personnel shall comply with the following, unless otherwise determined unsafe or inappropriate in accordance with OSHA regulations:

- Hard hats shall be worn while participating in or observing all types of field work when outside of a building or outside of the cab of a vehicle, and exposed to, participating in or supervising construction.

- Respiratory protective equipment shall be worn whenever an individual is exposed to any item listed in the OSHA Standards as needing such protection unless it is shown the employee is protected by engineering controls.

- Adequate eye protection shall be worn in the proximity of grinding, breaking of rock and/or concrete, while using brush chippers, striking metal against metal or when working in situations where the eyesight may be in jeopardy.

- Approved high visibility Safety apparel shall be worn by all exposed to vehicular traffic and construction equipment.

- Standards and guidelines of the current Virginia Work Area Protection Manual shall be used when setting, reviewing, maintaining, and removing traffic controls.

- Flaggers shall be certified in accordance with the Virginia Flagger Certification Program.

- No person shall be permitted to position themselves under any raised load or between hinge points of equipment without first taking steps to support the load by the placing of a safety bar or blocking.

- Explosives shall be purchased, transported, stored, used and disposed of by a Virginia State Certified Blaster in possession of a current criminal history record check and a commercial driver's license with hazardous materials endorsement and a valid medical examiner's certificate. All Federal, State and local regulations pertaining to explosives shall be strictly followed.

- All electrical tools shall be adequately grounded or double insulated. Ground Fault Circuit Interrupter (“GFCI”) protection must be installed in accordance with the National Electrical Code (“NEC”) and current Virginia Occupational Safety and Health agency (“VOSH”) standards. If extension cords are used, they shall be free of defects and designed for their environment and intended use.

- No person shall enter a confined space without training, permits and authorization.
- Fall protection is required whenever an employee is exposed to a fall six feet or greater.
- All vehicles with an obstructed view when backing shall be equipped with a backup alarm or ground guide.
- All equipment and materials shall be stored outside of the clear zone when not in use.

3.0 ATTACHMENTS

The following attachments are specifically made a part of, and incorporated by reference into, these Technical Information & Requirements:

ATTACHMENT 2.2 -- DESIGN CRITERIA TABLE
ATTACHMENT 2.3 -- ADDITIONAL FOUNDATION CRITERIA

All additional information is included in the RFP Information Package – CD referred to in Part 1, Section 2.7.4 of this RFP.

END OF PART 2
TECHNICAL INFORMATION & REQUIREMENTS

Attachment 2.2

Minimum Roadway Design Criteria Table

Route 29 Bridge Replacement over Little Rocky Run
Fairfax County, Virginia

	Route 29
Roadway Classification	Urban Principal Arterial
Geometric Design Standard	GS-5
Traffic Data (2009):	36,000 ADT
Terrain	Rolling
Design Speed (mph)	50
Superelevation Standard	TC-5.01U
Vertical Clearance	N/A
Minimum Lane Width	12 feet

	Route 29 Eastbound Left Turn Lane to Centreville Farms Road
Taper Length	200 feet
Storage/ Full Width Decel Length	410 feet

ATTACHMENT 2.3

Additional Foundation Criteria

(October 7, 2009)

The following additional VDOT Modifications to the AASHTO LRFD Bridge Design Specifications, 4th Edition, 2007; 2008 and 2009 Interim Specifications; and VDOT Modifications (IIM-S&B-80) are made as an intermediate measure to provide general guidance.

Force Effects due to Superimposed Deformations:

Substructures shall be designed for forces arising from superimposed deformations as described in AASHTO.

Temperature Range: Substructures and joints shall use Procedure A using moderate climate for Hampton Roads District and cold climate for other districts. Expansion lengths may be determined by refined analysis or may be taken as:

Bearing Type	Number of fixed bearings between joints	Exp Length
Steel (low profile or rocker, or HLMR)	1	Distance from fixed bearing to point under consideration
	2 or more*	Distance from Mid-point between extreme points of fixity to point under consideration
Elastomeric pads, plain or reinforced	0	Half of unit length
	1	Distance from fixed bearing to point under consideration
	2 or more*	Distance from Mid-point between extreme points of fixity to point under consideration
Combination of Elastomeric pads and Elastomeric with a PTFE sliding surface	Treat as steel bearings	

Note: The location of the thermal center (neutral point) can be substantially affected by stiffness of the substructure, When the height of fixed piers (measured from top of footing to top of cap) within a single structural unit increases by more than 25% ($[H_{tallest}-H_{shortest}]/H_{shortest}>.25$) the designer shall take into account the effects of substructure stiffness when determining the expansion length at any point (including joints) and the forces to be resisted at any substructure unit. See also Sections 14.4, 14.5.

Settlements:
Plans shall incorporate one of the following **General Notes**.

The foundations for this structure have been designed to limit Total Settlement to ½". The total settlement (S_{TOT}) is defined as the arithmetic sum; S_{TOT} = Elastic Settlement + Consolidation

Settlement + Secondary Settlement. The superstructure and substructure elements above the footings has not been specifically analyzed or designed to accommodate total nor differential settlement.

OR

This structure has been analyzed and designed to accommodate settlement as noted below: Total Settlement of (__)" has been accommodated. The total settlement (S_{TOT}) is defined as the arithmetic sum ; S_{TOT} (__)" = Elastic Settlement (__)" + Consolidation Settlement (__)" + Secondary Settlement (___)". In addition, Differential Settlement of (__)" between adjacent substructure units and (__)" within a single unit has been accommodated.

<u>In order to facilitate the selection of the specific values for the General Note, the following Notes to Designer are provided:</u>

The following restrictions are placed on Settlements:

1. For beam and slab bridges conforming to superstructure types a, e, f, g, k, i as defined in AASHTO Table 4.6.2.2.2: when total settlement and differential settlement are limited to ½" no additional analysis is required.

2. During construction and after all settlements have occurred the bridge structure (consisting of the superstructure, substructure and associated elements in the load path) must meet all structural capacity requirements for all loading combinations requiring such analysis. In addition, the structure must meet all structural capacity requirements for all load combinations for the listed differential settlement.

3. The bearings and substructure shall be designed and detailed to accommodate increases or decreases in loads due to total or differential settlement shown on the plans. (Ref AASHTO 3.4.1; 3.12.6). The superstructure shall be designed and detailed to accommodate changes in loads, locations of inflections points or fatigue stress ranges.

4. Creep and/or shrinkage may only be used to offset settlement effects when it occurs CONCURRENTLY with settlement, and the designer is responsible for determining time rate of settlement and creep. [For instance, if all settlement is elastic (instantaneous), creep cannot be used to offset loads imposed]

5. Joint rotations and Bearing rotations due to settlement shall be considered in addition to all tolerances for rotations due to Live Load (LL) effects or for constructability.

6. In no case shall anticipated settlements (or rotations due to settlement) as noted in the general note cause the structure to encroach on horizontal, vertical or navigation clearance envelopes. (e.g. if 2" of settlement is anticipated then the designer should add 2" to the planned minimum vertical clearance)

7. Settlements which change super elevation shall not reduce super elevation below the minimum specified by AASHTO for the roadway design speed and roadway type, nor shall they negatively impact the performance of the deck or approach paving.

8. Settlements which change profile grade shall not:
    a. Increase spread of drainage beyond limits specified in AASHTO.
    b. Change performance or maintainability of utilities.
    c. Introduce a low spot on the bridge.
    d. Negatively impact rideability except as limited by the special provision for rideability. [When applicable]

9. Coordinate predicted/expected settlement of the approach embankments and bridge structure to comply with contract rideability requirements.

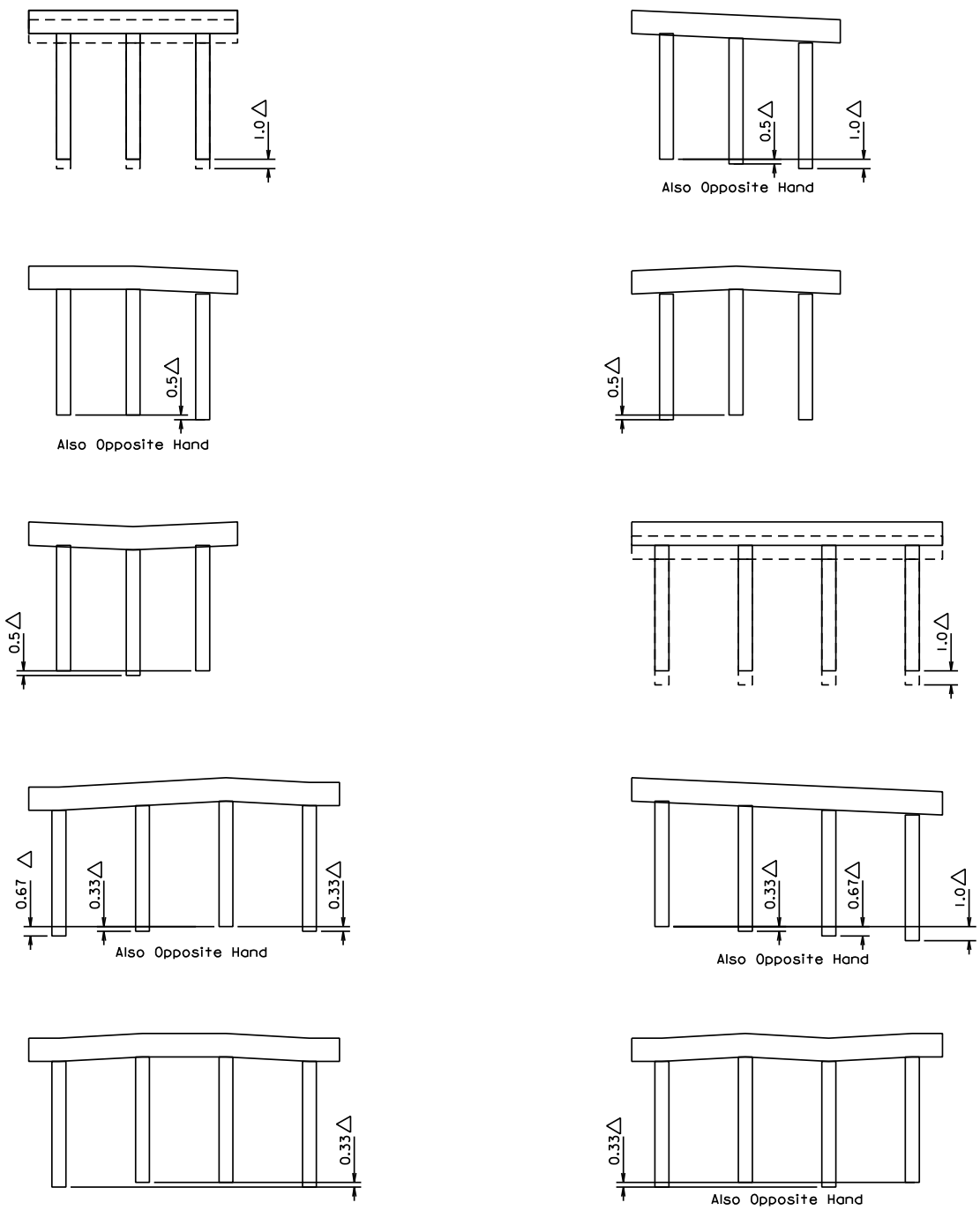
10. The structure must be capable of carrying an additional future wearing surface equal to the magnitude of the total anticipated settlement placed uniformly from curb to curb and abutment to abutment. All parapets and railings shall accommodate the additional layer of surfacing with no modification or reduction in crash test level after construction.

11. Jacking and shimming shall not be allowed to correct differential settlement except as noted in the original design plans.

12. Settlements shall be treated as a load condition with γ_{SE} = 1.0 for all AASHTO indicated groups. (Clarify AASHTO 3.4.1)

13. When differential settlement at a single substructure unit is anticipated, both the superstructure and substructure shall be analyzed and detailed to account for the changes resulting from differential deflection. For continuous footings, settlement may be considered to be linear along the long axis of the footing. For isolated footings, in addition to the linear distribution of settlement, adjacent footings shall be analyzed for a linear proportion of the differential settlement at each footing (for a 3 column pier with 2 equal spaces, 50%, for a 4 column pier with 3 equal spaces, 33 % of the total pier differential shall be used at each column. (including but not limited to the settlement conditions shown on the following page)

14. Under no condition shall settlement be used to justify use of simple span configurations instead of continuous span configurations.



Examples of Possible Settlement patterns to clarify differential settlement proportioning as it is intended to be be considered as part of settlement analysis (Patterns are selected for illustrative purposes, the pattern selection is not all inclusive, designer is responsible for determining Critical Pattern)

Friction Forces:

Forces due to friction shall be included in all substructure designs; changes in length shall include effects of settlement, temperature, shrinkage, and creep as appropriate.

Bearing Type	Coefficient of Friction (μ)	Force for Design
Low profile Steel with brass Steel rocker HLMR with PTFE	0.10 0.10 or refined estimate In accordance with Road and Bridge Specifications	Designer shall apply aggravating forces @ 100%, mitigating forces at 0% to all substructure units when specifying steel or HLMR bearings.
Elastomeric Plain (70 durometer) and Reinforced (50 durometer)	Slip is not allowed for elastomeric bearings except when detailed with a PTFE sliding surface. Forces shall be computed using the Shear Modulus (G).	Designer shall apply aggravating forces computed using 1.0 G, mitigating forces computed using 0.5 G, where G defined in accordance with Section 14 of the LRFD spec.
Elastomeric with PTFE sliding surface	Treat as HLMR for both coefficient of friction and forces for design.	

Exhibit 1 to Part 3
Project-Specific Terms

This Exhibit 1 to Part 3 (2010 Lump Sum Design-Build Agreement Between Department and Design-Builder) contains project-specific terms that are hereby incorporated, as identified below, into Part 3, Part 4 (2010 General Conditions of Contract Between Department and Design-Builder), and Part 5 (2010 Division I Amendments to the Standard Specifications General Provisions for Design-Build Contracts Between Department and Design-Builder).

Department and Design-Builder hereby agree any provisions in this Exhibit 1 that modify a specific clause of Parts 3, 4, or 5 shall supersede the clause contained in Parts 3, 4, or 5.

The Agreement Date is [_____].

The Parties to the Agreement are:

VIRGINIA DEPARTMENT OF TRANSPORTATION ("Department"),
An agency of the Commonwealth of Virginia:

Virginia Department of Transportation
Attention: Chief Engineer
1401 East Broad Street
Richmond, VA 23219

DESIGN-BUILDER:

PROJECT:

Project No.:	**0029-029-128, PE-101, RW-201, C-501**
Project:	**Route 29 Bridge over Little Rocky Run** **Fairfax County, Virginia**

PART 3
2010 LUMP SUM DESIGN-BUILD AGREEMENT BETWEEN DEPARTMENT AND DESIGN-BUILDER

2.1.4 The Department's Request for Proposals ("RFP") is dated April 13, 2012.

2.1.7 The list of all final modifications to the Proposal is as follows:

5.2.1 The **Substantial Completion Date** is May 27, 2015.

~~**5.2.2** The **Interim Milestone Dates** are:~~ **(NOT USED)**

5.3 The **Final Completion Date** is May 27, 2015.

~~**5.6.1** Liquidated damages for failing to attain Substantial Completion by the Substantial Completion Date are _____ Dollars ($_____) per day.~~ **(NOT USED)**

~~**5.6.2** Liquidated damages for failing to attain the Interim Milestone Date(s) are: _____ Dollars ($_____) per day.~~ **(NOT USED)**

5.6.3 Liquidated damages for failing to attain Final Completion by the Final Completion Date are Two Thousand Five Hundred Dollars ($2500.00) per day.

~~**5.8** The **Early Completion Bonus** rate is _____ Dollars ($_____) per day. The Early Completion Bonus shall not exceed _____ Dollars ($_____). The Early Completion Bonus notification deadline is _____.~~ **(NOT USED)**

6.1 The **<u>Contract Price</u>** is _____Million _____Thousand and 00/100 Dollars ($_____).

6.3 The identification of eligible **<u>Asphalt or Fuel or Steel</u>** price adjustments for this contract is as follows:

Department and Design-Builder agree to adjust prices for asphalt, fuel and steel in accordance with the Department's pertinent special provisions.

9.1.1 The Department's Senior Representative is:

9.1.2 The Department's Representative is:

9.2.1 The Design-Builder's Senior Representative is:

9.2.2 The Design-Builder's Representative is:

11.1.2 The **Baseline Schedule** shall be submitted within ninety (90) days of the Date of Commencement.

PART 4
2010 GENERAL CONDITIONS OF CONTRACT BETWEEN DEPARTMENT AND DESIGN-BUILDER

2.2.1 The duration of the **Scope Validation Period** is ninety (90) days.

The following Articles shall supersede or be added to **Part 4 - 2010 General Conditions of Contract Between Department and Design-Builder:**

2.1.9 Design-Builder shall perform the Work in accordance with: (a) the Contract Documents; (b) applicable Legal Requirements and Governmental Approvals; and (c) the degree of skill and judgment prevailing on the Agreement Date that is expected to be exercised by prudent, skilled and experienced contractors and design professionals on similar projects in the Commonwealth of Virginia, taking into consideration safety, operational requirements, level of service, and life cycle costs. Notwithstanding the above, if any of (a), (b) or (c) in the preceding sentence conflict, Design-Builder shall be obligated to perform the Work in accordance with the more stringent standard.

2.2.2 **Scope Validation Period for Non-Accessible Areas of the Site**. The Parties recognize that Design-Builder may be unable to conduct the additional geotechnical evaluations contemplated by Section 4.2.2 below because it will not have access to certain areas of the Site within the Scope Validation Period set forth in Section 2.2.1 above. Design-Builder shall notify Department at the meeting set forth in Section 2.1.2 of all such non-accessible areas and the dates upon which such areas are expected to become accessible. If Department agrees that such areas are non-accessible, then, for the limited purpose of determining Scope Issues that directly arise from geotechnical evaluations for such areas, the term "**Scope Validation Period**" shall be deemed to be the thirty (30) day period after the date the specified area becomes accessible for purposes of conducting the geotechnical evaluation.

2.2.3 **Submission Requirements for Scope Issues**. If Design-Builder intends to seek relief for a Scope Issue, it shall promptly, but in no event later than the expiration of the Scope Validation Period, provide Department in writing with a notice of the existence of such Scope Issue, which notice shall generally explain the basis for such Scope Issue.

Design-Builder shall provide Department with documentation that specifically explains its support for the Scope Issue, which documentation shall include, among other things: (a) the assumptions that Design-Builder made during the preparation of its proposal that form the basis for its allegation, along with documentation verifying that it made such assumptions in developing its proposal; (b) an explanation of the defect, error or inconsistency in the RFP Documents that Design-Builder could not have reasonably identified prior to the Agreement Date: and (c) the specific impact that the alleged Scope Issue has had on Design-Builder's price and/or time to perform the Work. Design-Builder shall have no right to seek any relief for Scope Issues that have not been: (a) the subject of a written notice to Department during the Scope Validation Period; and (b) submitted on or before the expiration of Scope Validation Period.

2.2.4 **Resolution of Scope Issues**. Within a reasonable time after Department's receipt of the documentation described in the Section 2.2.3 above, the Parties shall promptly meet and confer to discuss the resolution of such Scope Issues. If Department agrees that Design-Builder has identified a valid Scope Issue that materially impacts Design-Builder's price or time to perform the Work, a Work Order shall be issued in accordance with Article 9 hereof. If Department disagrees that Design-Builder has identified a valid Scope Issue that materially impacts Design-Builder's price or time to perform the Work, then Design-Builder's recourse shall be as set forth in Article 10. Notwithstanding anything to the contrary in the Contract Documents or as a matter of law, Design-Builder shall have the burden of proving that the alleged Scope Issue could not have been reasonably identified prior to the Agreement Date and that such Scope Issue materially impacts its price or time to perform the Work.

2.2.5 **Design-Builder's Assumption of Risk of Scope Issues**. The Parties acknowledge that the purpose of the Scope Validation Period is to enable Design-Builder to identify those Scope Issues that could not reasonably be identified prior to the Agreement Date. By executing this Agreement, Design-Builder acknowledges that the Scope Validation Period is a reasonable time to enable Design-Builder to identify Scope Issues that will materially impact Design-Builder's price or time to perform the Work. After the expiration of the Scope Validation Period, with the sole exception of those Scope Issues identified during the Scope Validation Period and subject to valid requests for Work Orders in accordance with Section 2.2.3 above, the Parties agree as follows:

.1 Design-Builder shall assume and accept all risks, costs, and responsibilities of any Scope Issue arising from or relating to the Contract Documents, including but not limited to conflicts within or between the RFP Documents and Proposal;

.2 Design-Builder shall be deemed to have expressly warranted that the Contract Documents existing as of the end of the Scope Validation Period are sufficient to enable Design-Builder to complete the design and construction of the Project without any increase in the Contract Price or extension to the Contract Time(s); and

.3 Department expressly disclaims any responsibility for, and Design-Builder expressly waives its right to seek any increase in the Contract Price or extension to the

Contract Time(s) for, any Scope Issue associated with any of the Contract Documents, including but not limited to the RFP Documents.

2.2.6 **Waiver of Rights**. The failure of Design-Builder to meet the submission requirements required under Section 2.2.3 above for a Scope Issue, including but not limited to the times for providing notice and documentation of the Scope Issue, shall conclusively constitute a waiver of Design-Builder's rights to seek relief for such Scope Issue.

2.2.7 **Failure of Technical Proposal to Meet Requirements of the Contract Documents**. Notwithstanding anything to the contrary in this Section 2.2 or elsewhere in the Contract Documents, the Department shall have no responsibility in the event Design-Builder's Proposal fails to meet the requirements of the Contract Documents, regardless of whether (a) the Department having modified the RFP Documents to permit Design-Builder to implement a technical approach; (b) the Department having accepted Design-Builder's Proposal; or (c) any other reason.

2.3 Design Professional Services

2.3.1 Design-Builder shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by Design-Builder, or procured from qualified, independent licensed Design Consultants, the necessary design services, including architectural, engineering, surveying, and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-Builder to complete the Work consistent with the Contract Documents. All design professional services shall be performed by professionals properly licensed in the Commonwealth of Virginia and who are well-versed in the Department's design standards and practices.

2.3.2 No Design Consultant is intended to be, nor shall any Design Consultant be deemed to be, a third-party beneficiary of this Agreement. Department is intended to be and shall be deemed a third-party beneficiary of all contracts between Design-Builder and any Design Consultant. In the event that this Agreement is terminated, Design-Builder shall, upon the written demand of Department, assign such contracts to Department.

2.3.3 Design-Builder shall incorporate all obligations and understandings of the Contract Documents applicable to design services in its respective contracts with any Design Consultant, and require that such obligations be flowed down to lower-tiered Design Consultants, including the obligations relative to ownership of the Work Product set forth in Article 4 of the Agreement.

2.3.4 NOT USED.

2.4.1 Design-Builder shall be responsible for the professional quality, technical accuracy, timely completion and coordination of all drawings, specifications and other design submissions required to be developed by the Design-Builder under the Contract Documents and shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in such design submissions.

2.4.2 Design-Builder shall, consistent with any applicable provision of the Contract Documents, provide Department with ten (10) sets of the following interim design submissions, which submissions generally correspond to the Department's concurrent engineering process, including but not limited to: (i) Preliminary Field Inspection ("PFI"); (ii) Field Inspection and Right-of-Way ("FI/RW"); and (iii) additional interim design submissions that Department may require. On or about the time of the scheduled submissions, Design-Builder and Department shall meet and confer about the submissions, with Design-Builder identifying during such meetings, among other things, the evolution of the design and any significant changes or deviations from the Contract Documents, or, if applicable, previous design submissions. Minutes of the meetings will be maintained by Design-Builder and provided to all attendees for review. Following the design review meeting, Department shall review and provide comments on the interim design submissions (except that it will specifically approve or disapprove of the FI/RW submissions) within twenty-one (21) days after receipt of the required submissions. Design-Builder shall promptly revise and modify all such submittals so as to fully reflect all comments and shall deliver to Department revised submittals for review and comment (and approval as the case may be).

2.4.3 Design-Builder shall submit to Department Construction Documents setting forth in detail drawings and specifications describing the requirements for construction of the Work, in full compliance with all Legal Requirements and Governmental Approvals. The Construction Documents shall be consistent with the latest set of interim design submissions; as such submissions may have been modified in a design review meeting, as agreed upon in writing, and shall be submitted after Design-Builder has obtained all requisite Governmental Approvals associated with the Work contained in such documents. The parties shall have a design review meeting to discuss, and Department shall review and approve, the Construction Documents in accordance with the procedures set forth Section 2.4.1 above. Design-Builder shall proceed with construction in accordance with the approved Construction Documents and shall submit ten (10) sets of

approved Construction Documents to Department prior to commencement of construction.

2.4.4 Department's review, comment and/or approval of interim design submissions and the Construction Documents are for the purpose of establishing Design-Builder's compliance with the requirements of the Contract Documents and mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Department's review, comment and/or approval of any interim or final design submission (including but not limited to the Construction Documents) shall not be deemed to transfer any liability from Design-Builder to Department.

2.4.5 To the extent not prohibited by the Contract Documents or Legal Requirements, Design-Builder may, with the prior agreement of Department, prepare design submittals and Construction Documents for a portion of the Work to permit procurement and construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

4.2.2 Design-Builder will, after the Date of Commencement, undertake such testing, inspections and investigations as may be necessary to perform its obligations under the Contract Documents, including but not limited to additional geotechnical evaluations or Hazardous Materials studies. If Design-Builder intends to conduct additional geotechnical evaluations to supplement or corroborate the information contained in the RFP Documents, it shall do so during the Scope Validation Period. Any Scope Issues that arise from such evaluations shall be treated in the manner set forth in Section 2.2 above. All reports or analyses generated by Design-Builder's testing, inspections and investigations, including but not limited to additional geotechnical testing, shall be furnished to Department promptly after such reports or analyses are generated.

6.1.1 Within the day period **LISTED IN EXHIBIT 1** of the Date of Commencement, Design-Builder shall submit to Department, for its review and approval, and as part of its submission of the Baseline Schedule under Section 11.1.2 of the Agreement, pricing for the value of each work package, consistent with the Work Breakdown Structure submitted in Design-Builder's Proposal ("**Earned Value Schedule**").

The approved Earned Value Schedule will: (i) include values for all items comprising the Work; and (ii) serve as the basis for monthly progress payments made to Design-Builder throughout the Work.

6.2.1.2 QA/QC shall be an integral part of each work package. As part of each Application for Payment that includes completed work packages, Design-Builder's

designated quality assurance manager shall: (a) verify that the design included in each work package has been completed in accordance with the Contract Documents; (b) certify, to the best of his/her information, knowledge and belief, that the construction included in each work package has been completed in accordance with the Contract Documents; and (c) certify that all required QA/QC tests, measurements, permits or other requirements have been completed and all non-conformance reports relative to the respective work package have been resolved. The Design-Builder shall submit with the Application for Payment evidence of the QA/QC reviews, including any checklists, summary data, high-level/outline calculations or design checks, and evaluations of the work and the qualifications of the responsible personnel that completed the work, etc., that the relevant QA or QC reviewer relied on to make its determination the work is complete and conforms to the requirements of the Contract Documents.

6.7.1 Design-Builder shall notify Department when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is finally complete. Within seven (7) days of Department's receipt of Design-Builder's notice, Department and Design-Builder will jointly inspect such Work to verify that it is complete in accordance with the requirements of the Contract Documents. The Department will make the Final Acceptance of the Work in accordance with Section 108.09 of the Division I Amendments, whereupon Design-Builder will provide Department with a Final Application for Payment. Department shall make final payment by the time required in the Agreement, provided that Design-Builder has completed all of the Work in conformance with the Contract Documents.

9.2.3 The Department may issue a CCD by unilateral Work Order using VDOT Form C-10, subject further to the terms of Section 9.4.1.3

Article 10
Contract Adjustments and Disputes

10.1 Requests for Contract Adjustments and Relief

10.1.1 If Design-Builder believes that it is entitled to an adjustment to the Contract Price or Contract Times or other relief for any occurrence arising out of or related to the Work or Project, including the acts or omissions of Department, it shall submit a written request to Department stating the basis for such Contract Price or Contract Time adjustment or relief. Such request shall be submitted: (a) prior to Design-Builder incurring any cost or expense, or performing any work on which the request is based; and (b) in accordance with any specific requirements contained in applicable sections of these General Conditions of Contract or, absent any specific requirement, then within a reasonable time, not to exceed twenty-one (21) days, after the time of the occurrence giving rise to the

request for Contract Price or Contract Time adjustment or relief or after Design-Builder reasonably should have recognized the occurrence giving rise to the request for Contract Price or Contract Time adjustment or relief, whichever is later. Such request shall include sufficient information to advise Department of the facts and circumstances giving rise to the request for Contract Price or Contract Time adjustment or relief, the specific contractual adjustment or relief requested and the basis for Design-Builder's entitlement to the adjustment or relief.

10.2 Dispute Avoidance and Resolution

10.2.1 The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes and disagreements. If disputes or disagreements do arise, Design-Builder and Department each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

10.2.2 Design-Builder and Department will first attempt to resolve all disputes or disagreements at the field level through best efforts and good faith negotiations between Design-Builder's Representative and Department's Representative. If the dispute or disagreement cannot be resolved through Design-Builder's Representative and Department's Representative, Design-Builder's Senior Representative and Department's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than forty-five (45) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving the dispute or disagreement. If the Senior Representatives determine that the dispute or disagreement cannot be resolved to the mutual satisfaction of both parties, despite their best efforts, then Design-Builder's sole remedy shall be to pursue the processes set forth in VA. CODE §§33.1-386 and 33.1-387.

10.2.3 NOT USED

10.2.4 NOT USED

10.2.5 NOT USED

10.2.6 NOT USED

10.2.7 NOT USED

10.2.8 NOT USED

12.10 Exhibits

12.10.1 The following exhibits are specifically made part of, and incorporated by reference into, these General Conditions of Contract (Exhibit 3.5.1 is included as an attachment to Part 4):

EXHIBIT 3.5.1 -- GOVERNMENTAL APPROVALS LIST

PART 5
2010 DIVISION I AMENDMENTS TO THE STANDARD SPECIFICATIONS GENERAL PROVISIONS FOR DESIGN-BUILD CONTRACTS BETWEEN DEPARTMENT AND DESIGN-BUILDER

Addition as follows:

- Special Provision for 2010 Division I Amendments to the Standard Specifications – General Provisions for Design-Build Contracts Between Department and Design-Builder, dated May 2, 2011 (included in the RFP Information Package)

DEPARTMENT:	**DESIGN-BUILDER:**
Virginia Department of Transportation	_____
(Name of Department)	*(Name of Design-Builder)*
_____	_____
(Signature)	*(Signature)*
_____	_____
(Printed Name)	*(Printed Name)*
Chief Engineer	_____
(Title)	*(Title)*
Date: _____	Date: _____

END OF
EXHIBIT 1 to PART 3 (2010 LUMP SUM DESIGN-BUILD AGREEMENT BETWEEN DEPARTMENT AND DESIGN-BUILDER PROJECT-SPECIFIC TERMS)

EXHIBIT 6.3(a)
ADJUSTMENT FOR ASPHALT

SPECIAL PROVISION FOR
ASPHALT MATERIAL PRICE ADJUSTMENT
DESIGN-BUILD PROJECTS

June 30, 2011

In the event the Design-Builder elects to seek adjustment for asphalt items designated in the Price Proposal\Contract as Price Adjustment Items such items will be subject to price adjustment as set forth herein. Other items will not be adjusted, except as otherwise specified in the contract. If new pay items which contain Asphalt Material are established by Work Order, they will not be subject to Price Adjustment unless specifically designated in the Work Order to be subject to Price Adjustment.

Each month, the Department will publish an average state-wide PG 64-22 f.o.b. price per ton developed from the average terminal prices provided to the Department from suppliers of asphalt cement to contractors doing work in Virginia. The Department will collect terminal prices from approximately 12 terminals each month. These prices will be received once each month from suppliers on or about the last weekday of the month. The high and low prices will be eliminated and the remaining values averaged to establish the average statewide price for the following month. That monthly state-wide average price will be posted on the Scheduling and Contract Division website on or about the first weekday of the following month.

This monthly statewide average price will be the Base Index for all contracts on which bids are received during the calendar month of its posting and will be the Current Index for all asphalt placed during the calendar month of its posting. In the event an index changes radically from the apparent trend, as determined by the Engineer, the Department may establish an index which is determined to best reflect the trend.

The amount of adjustment applied will be based on the difference between the Price Proposal\Contract Base Index and the Current Index for the applicable calendar month during which the work is performed. Adjustment of any asphalt material item designated as a price adjustment item which does not contain PG 64-22, except PG 76-22, will be based on the indexes for PG 64-22. The quantity of asphalt cement for asphalt concrete pavement to which adjustment will be applied will be the quantity based on the percent of asphalt cement shown on the appropriate approved job mix formula.

The quantity of asphalt emulsion for surface treatments to which adjustment will be applied will be the quantity based on 65 percent residual asphalt.

Price adjustment will be shown as a separate entry on the monthly application of payment for work packages completed; however, such adjustment will not be included in the total cost of the work for progress determination or for extension of contract time.

In order to be eligible for asphalt price adjustment under this provision, the Design-Builder shall clearly identify in its Price Proposal those pay items and the associated quantities it chooses to have asphalt price adjustment applied to in its work packages. Items the Design-Builder claims in its application of payment for asphalt adjustments must be properly designated in order to be considered for adjustment. Items not properly designated or left out of the Design-Builder's Price Proposal will automatically not be considered for adjustment.

Any apparent attempt to unbalance bids in favor of items subject to price adjustment or failure to submit required cost and price data as noted hereinbefore may result in rejection of items for asphalt adjustment.

__I elect to use this provision

__I elect not to use this provision

Date:_____

Signature:_____

Design-builder:_____

Vendor No.: _____

EXHIBIT 6.3(b)

Form C-16a
7-13-05

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
PRICE ADJUSTMENT

INSTRUCTIONS - This form is to be completed and returned <u>ONLY</u> when asphalt concrete items are designated for price adjustment on the bid price sheets.

PROJECT NUMBER:

DISTRICT:

Bid Prices in this contract for items containing PG 64-22 asphalt cement were developed using an f.o.b. price of $ _____ per **IMPERIAL** ton for **PG 64-22**. This quote will be averaged into the monthly price index.

Bid Prices in this contract for items containing PG 76-22 asphalt cement were developed using an f.o.b. price of $ _____ per **IMPERIAL** ton for **PG 76-22**. This quote is project specific.
(When required by provisions)

Price quotes signed by each supplier from which the Design-Builder proposes to obtain PG 64-22 or PG 76-22 shall be maintained by the successful bidder. These quotes shall be retained on site during the life of the Contract for review by the Engineer upon request.

__ I elect to use this provision
__ I elect not to use this provision

DATE: _____

SIGNATURE: _____

_____
(Firm or Corporation)

_____
(Vendor No.)

EXHIBIT 6.3 (c)
ADJUSTMENT FOR FUEL

VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR
OPTIONAL ADJUSTMENT FOR FUEL
DESIGN-BUILD PROJECTS

June 30, 2011

In the event the Design-Builder elects to seek adjustment for fuel items designated in the Price Proposal\Contract as Price Adjustment Items such items will be subject to price adjustment as set forth herein. Other items will not be adjusted, except as otherwise specified in the contract.

The Design-Builder will submit their monthly application for payment associated with eligible work packages with an adjustment up or down as appropriate for cost changes in fuel used on specific items of work identified in this provision. A master listing of standard items eligible for fuel adjustment is provided by the Department on its website at the following link http://www.virginiadot.org/business/resources/masteroptionalfuelitems.pdf. The listing on the web site also includes the corresponding fuel factor for each item. The fuel usage factor for each item is considered inclusive of all fuel usage.

The amount of adjustment will be computed from the change in the indexes and the on-site fuel use as shown in the Department's master listing of eligible items.

In order to be eligible for fuel adjustment under this provision, the Design-Builder shall clearly identify in its Price Proposal those pay items and the associated quantities it chooses to have fuel adjustment applied to in its work packages. Items the Design-Builder claims in its application of payment for fuel adjustments must be properly designated in order to be considered for adjustment. Items not properly designated or left out of the Design-Builder's Price Proposal will automatically not be considered for adjustment.

The monthly index price to be used in the administration of this provision will be calculated by the Department from the Diesel fuel prices published by the U. S. Department of Energy, Energy Information Administration on highway diesel prices, for the Lower Atlantic region. The monthly index price will be the price for diesel fuel calculated by averaging each of the weekly posted prices for that particular month.

For the purposes of this provision, the base index price will be calculated using the data from the month preceding the receipt of bids. The base index price will be posted by the Department at the beginning of the month for all bids received during that month.

The current index price will be posted by the Department and will be calculated using the data from the month preceding the particular estimate being vouchered for payment.

The current monthly quantity for eligible items of work selected by the Design-Builder for fuel adjustment in its work packages will be multiplied by the appropriate fuel factor to determine the gallons of fuel to be cost adjusted. The amount of adjustment per gallon will be the net difference between the current index price and the base index price. Computation for adjustment will be made as follows:

$$S = (E - B)\ QF$$

Where; S = Monetary amount of the adjustment (plus or minus)
B = Base index price
E = Current index price

Q = Quantity of individual units of work
F = Appropriate fuel factor

Adjustments will not be made for work performed beyond the original contract time limit unless the original time limit has been changed by an executed Work Order.

If new pay items are added to this contract by Work Order and they are listed in the Department's master listing of eligible items, the Work Order must indicate which of these individual items will be fuel adjusted; otherwise, those items will not be fuel adjusted. If applicable, designating which new pay items will be added for fuel adjustment must be determined during development of the Work Order and clearly shown on the Work Order form. The Base Index price on any new eligible pay items added by Work Order will be the Base Index price posted for the month in which bids were received for that particular project. The Current Index price for any new eligible pay items added by Work Order will be the Index price posted for the month preceding the estimate on which the Work Order is paid.

When quantities differ between the last monthly application of payment prepared upon final acceptance and the final application of payment, adjustment will be made using the appropriate current index for the period in which that specific item of work was last performed.

In the event any of the base fuel prices in this contract increase more than 100 percent (i.e. fuel prices double), the Department will review each affected item of work and give the Design-Builder written notice if work is to stop on any affected item of work. The Department reserves the right to reduce, eliminate or renegotiate the price for remaining portions of affected items of work.

Any amounts resulting from fuel adjustment will not be included in the total cost of work for determination of progress or for extension of contract time.

__I elect to use this provision

__I elect not to use this provision

Date:_____

Signature:_____

Design-builder:_____

Vendor No.:_____

EXHIBIT 6.3(d)
ADJUSTMENT FOR STEEL

VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR
PRICE ADJUSTMENT FOR STEEL
DESIGN-BUILD PROJECTS

June 30, 2011

In the event the Design-Builder elects to seek adjustment for steel items designated in the Price Proposal\Contract as Price Adjustment Items such items will be subject to price adjustment as set forth herein. If new pay items which involve steel are established by Work Order, they will not be subject to Price Adjustment unless specifically designated in the Work Order to be subject to Price Adjustment.

The Design-Builder will submit their monthly application for payment associated with eligible work packages with an adjustment up or down as appropriate for cost changes in steel used on specific items of work identified in the Price Proposal/contract in accordance with this provision. Provided at the end of this provision is a master listing of standard bid items the Department has determined are eligible for steel price adjustment. Inventoried materials from the listing of eligible items are specifically excluded for consideration. In addition, concrete items where reinforcing steel is normally included in the unit bid price for the item such as (but not limited to) drop inlets, median barriers, sound barrier walls, bridge railing and parapets, are not eligible for consideration under this provision.

The requirements of this provision shall apply only to material cost changes that occur between the date of the opening of the Price Proposal and the date the material is shipped to the fabricator. To be eligible for this price adjustment, Design-Builder is required to fill out the accompanying Form for Price Adjustment for Eligible Steel Items on Design-Build Projects and submit the same with its Price Proposal for the Project. By signing the Form and submitting it with its Price Proposal Design-Builder declares its intention to participate in the price adjustment in its contract with the Department. For the purposes of this provision, the prices listed on the Form for Price Adjustment for Eligible Steel Items on Design-Build projects are fixed for cost and adjustment calculations regardless of quantities incorporated into final design. Further, in order for steel items to be eligible for adjustment, once shipped to the fabricator, the items shall be specifically stored, labeled, or tagged, recognizable by color marking, and identifiable by project for inspection and audit verification.

Design-Builder shall upon request furnish documentation supporting the price per pound for eligible steel items as shown on the Form for Price Adjustment for Eligible Steel Items on Design-Build Projects furnished with its Price Proposal. Design-Builder must use the format as shown with this Form; no other format for presenting this information will be permitted. Design-Builder shall certify that all items of documentation are original and were used in the computation of the price per pound amount for the represented eligible pay items for the month the Price Proposal was opened. This documentation shall support the base line material price ("Base Price") of the steel item only. Base price per pound shall not include the following cost components: fabrication, shipping, storage, handling, and erection.

Failure to submit all documentation required or requested supporting the per pound prices on eligible steel items will result in Design-Builder being ineligible for a price adjustment of any or all steel items.

Price adjustment of each qualifying item under consideration will be subject to the following condition:

> There is an increase or decrease in the cost of eligible steel materials in excess of 10 percent up to a maximum of 60 percent from the Base Price when compared with the latest published price index ("Price Index") in effect at the time material is shipped to the fabricator.

The Price Index the Department is using is based on The U.S. Department of Labor, Bureau of Labor Statistics, Producers Price Index (PPI) which measures the average price change over time of the specific steel eligible item from the perspective of the seller of goods. The Master List table provided at the end of this provision indicates the Producers Price Index (PPI) steel category index items and the corresponding I.D. numbers to which VDOT items will be compared. **Please note**: The Producers Price Index (PPI) is subject to revision 4 months after original publication, therefore, price adjustments and payments will not be made until the index numbers are finalized.

The price adjustment will be determined by computing the percentage of change in index value beyond 10 percent above or below the index on the date of opening of Design-Builder's Price Proposal to the index value on the date the steel material is shipped to the fabricator (Please see included sample examples). Weights and date of shipment must be documented by a bill of lading provided to the Department. The final price adjustment dollar value will be determined by multiplying this percent increase or decrease in the index (after 10%) by the represented quantity of steel shipped, by the Base Price per pound subject to the limitations herein.

Price increase/decrease will be computed as follows:

$$A = B \times P \times Q$$

Where;

A = Steel price adjustment in lump sum dollars

B = Average weighted price of steel submitted in Design-Builder's Price Proposal for project in price per pound as listed on the Form for Price Adjustment for Eligible Steel Items on Design-Build Project

P = Adjusted percentage change in PPI average from shipping date to date of opening of Price Proposal minus 10% (0.10) threshold

Q = Total quantity of steel in pounds shipped to fabricator for specific project

The need for application of the adjustments herein to extra work will be determined by the Engineer on an individual basis and, if appropriate, will be specified on the Work Order.

This price adjustment is capped at 60 percent. This means the maximum "P" value for increase or decrease that can be used in the above equation is 50% (60%-10% threshold).

Calculations for price adjustment shall be shown separate from the monthly progress payment for work packages and will not be included in the total cost of work for determination of progress or for extension of contract time.

Upon Department review and due process consideration for redress by Design-Builder, any apparent evidence to unbalance the price supplied by Design-Builder in favor of items subject to price adjustment will result in ineligibility for Department participation under this provision.

FORM FOR PRICE ADJUSTMENT FOR ELIGIBLE STEEL ITEMS ON DESIGN-BUILD PROJECTS
Must be supplied with Price Proposal for Department Participation

(All prices to be supported by project-specific quotes)

DATE FOR RECEIPT OF PRICE PROPOSAL _____

Note: All prices (costs) are to include any surcharges on materials quoted. Vendors must include this surcharge with their cost. All prices (costs) are F.O.B. from the originating mill.

Item Number	Item Description	Quantity	Unit	Unit Price	Supplier	Date of Quote

We/I, the undersigned, understand that by supplying prices for the steel items listed above and signing this form we are declaring our desire to apply the Special Provision For Steel Adjustment for Design-Build Projects to this Price Proposal and contract. The terms and conditions for participation are as stated in the Special Provision For Steel Adjustment for Design-Build Projects.

_____ Design-Builder

_____ Date

Sample Calculation of a Price Adjustment (increase)

Project bid on April 28, 2004.

Project has 450,000 lb. of eligible structural steel.

Design Builder's *f.o.b. supplier price for structural steel submitted in the Price Proposal is $0.2816 per pound.

*free on board

Adjusted** BLS Producers Price Index (PPI) most recently published average at time of opening of the Price Proposal is 139.6.

All eligible steel shipped to fabricator in same month, October 2004.

Adjusted BLS Producers Price Index (PPI) most recently published average for month of October is 161.1

Adjustment formula is as follows:

A = B X P X Q

Where;
- A = Steel price adjustment in lump sum dollars
- B = Average weighted price of steel submitted in the Price Proposal for Design-Build project in $ per pound
- P = Adjusted percentage change in PPI average from shipping date to date of submitted Price Proposal minus 10% (0.10) threshold
- Q = Total quantity of eligible steel shipped to fabricator in October 2004 for this project in pounds

B = $0.2816

P = (161.1- 139.6)/139.6 – 0.10 = 0.054

Q = 450,000 lb.

A = 0.2816 x 0.054 x 450,000

A = $6,842.88 pay adjustment to Design-Builder

Sample Calculation of a Price Adjustment (decrease)

Project bid on April 28, 2004.

Project has 450,000 lb. of eligible structural steel.

Design-Builder's *f.o.b. supplier price for structural steel submitted in the Price Proposal is $0.2816 per pound. *free on board

Adjusted BLS Producers Price Index (PPI) most recently published average at time of opening of the Price Proposal is 156.6.

All eligible steel shipped to fabricator in same month, October 2004.

Adjusted BLS Producers Price Index (PPI) most recently published average for month of October is 136.3

Adjustment formula is as follows:

A = B X P X Q

Where;
- A = Steel price adjustment in lump sum dollars
- B = Average weighted price of steel submitted in the Price Proposal for Design-Build project in $ per pound
- P = Adjusted percentage change in PPI average from shipping date to date of submitted Price Proposal minus 10% (0.10) threshold
- Q = Total quantity of eligible steel shipped to fabricator in October 2004 for this project in pounds

B = $0.2816

P = (156.6 – 136.3)/156.6 – 0.10 = 0.030

Q = 450,000 lb.

A = 0.2816 x 0.030 x 450,000

A = $3,801.60 credit to Department

MASTER LISTING

STANDARD BID ITEMS ELIGIBLE FOR STEEL PRICE ADJUSTMENT

March 18, 2009

ITEM NUMBER	ITEM DESCRIPTION	UNITS	BLS Series I. D. Number WPU used in $ adjust.
00519	SHEET PILE, STEEL	SF	avg. 1017 & 101
00540	REINF. STEEL	LB	101704
00542	EPOXY COATED REINF. STEEL	LB	101704
00560	STRUCTURAL STEEL JB-1	LB	avg. 1017 & 101
11030	REINF. STEEL BRIDGE APPR. SLAB	LB	101704
11181	PATCH.HYDR.CEM.CONC. PAVE.	SY	101704
13290	GUARDRAIL GR-8 (NCHRP 350 TL-3)	LF	avg. 1017 & 101
13292	GUARDRAIL GR-8A (NCHRP 350 TL-3)	LF	avg. 1017 & 101
13294	GUARDRAIL GR-8B (NCHRP 350 TL-3)	LF	avg. 1017 & 101
13310	GUARDRAIL TERMINAL GR-6 (NCHRP 350)	LF	avg. 1017 & 101
13320	GUARDRAIL GR-2	LF	avg. 1017 & 101
13323	GUARDRAIL GR-2A	LF	avg. 1017 & 101
13331	RAD. GUARDRAIL GR-2	LF	avg. 1017 & 101
13333	RAD. GUARDRAIL GR-2A	LF	avg. 1017 & 101
13335	GUARDRAIL GR-3	LF	avg. 1017 & 101
13341	GUARDRAIL TER. GR-6(WEATHERING STEEL	LF	avg. 1017 & 101
13351	GUARDRAIL GR-8	LF	avg. 1017 & 101
13352	GUARDRAIL GR-8A	LF	avg. 1017 & 101
13353	GUARDRAIL GR-8B	LF	avg. 1017 & 101
13355	GUARDRAIL GR-10	LF	avg. 1017 & 101
13421	MEDIAN BARRIER MB-3	LF	avg. 1017 & 101
13450	MEDIAN BARRIER MB-5	LF	avg. 1017 & 101
13451	MEDIAN BARRIER MB-5A	LF	avg. 1017 & 101
13452	MEDIAN BARRIER MB-5B	LF	avg. 1017 & 101
13545	REINF. STEEL	LB	101704
14502	REINFORCING STEEL	LB	101704
15290	PATCH.CEM.CONC.PAVE.TY.CRCP-A	SY	101704
15302	PATCH.CEM.CONC.PAVE. TY. II	SY	101704
15305	PATCH.CEM.CONC.PAVE.TY. IV-A	SY	101704
17323	GUARDRAIL BEAM *	LF	avg. 1017 & 101
17325	RADIAL GUARDRAIL BEAM *	LF	avg. 1017 & 101
17327	RUB RAIL	LF	avg. 1017 & 101
17353	CABLE GR-3	LF	avg. 1017 & 101
17521	GUARDRAIL BEAM (WEATHERING STEEL)	LF	avg. 1017 & 101
17523	RADIAL GUARDRAIL BEAM (WEATHERING STEEL)	LF	avg. 1017 & 101
17525	RUB RAIL (WEATHERING STEEL)	LF	avg. 1017 & 101
22501	FENCE FE-W1	LF	avg. 1017 & 101
22643	FENCE FE-CL	LF	avg. 1017 & 101
22645	FENCE FE-CL VINYL COATED	LF	avg. 1017 & 101
23043	WATER GATE FE-4 TY.III	LF	avg. 1017 & 101
23501	FENCE FE-W1 (FABRIC ONLY)	LF	avg. 1017 & 101
45522	4" STEEL ENCASE. PIPE	LF	101706
45532	6" STEEL ENCASE. PIPE	LF	101706
45562	16" STEEL ENCASE. PIPE	LF	101706

45572	18" STEEL ENCASE. PIPE	LF	101706
45582	24" STEEL ENCASE. PIPE	LF	101706
45584	24" JACKED STEEL ENCASEMENT PIPE	LF	101706
45592	30" STEEL ENCASE. PIPE	LF	101706
50402	SIGN POST STEEL 3"	LF	101706
50404	SIGN POST STEEL 4"	LF	101706
50406	SIGN POST STEEL 6"	LF	101706
50410	SIGN POST STEEL 10"	LF	101706
50412	SIGN POST STEEL 12"	LF	101706
50414	SIGN POST STEEL 14"	LF	101706
50416	SIGN POST STEEL 16"	LF	101706
50418	SIGN POST STEEL 18"	LF	101706
51317	SIG. POLE MP-1 20' ONE ARM 30'	EA	101706
51319	SIG. POLE MP-1 20' ONE ARM 32'	EA	101706
51325	SIG. POLE MP-1 20' ONE ARM 38'	EA	101706
51327	SIG. POLE MP-1 20' ONE ARM 40'	EA	101706
51329	SIG. POLE MP-1 20' ONE ARM 42'	EA	101706
51331	SIG. POLE MP-1 20' ONE ARM 44'	EA	101706
51337	SIG. POLE MP-1 20' ONE ARM 50'	EA	101706
51339	SIG. POLE MP-1 20' ONE ARM 52'	EA	101706
51341	SIG. POLE MP-1 20' ONE ARM 54'	EA	101706
51344	SIG. POLE MP-1 20' ONE ARM 56'	EA	101706
51346	SIG. POLE MP-1 20' ONE ARM 58'	EA	101706
51347	SIG. POLE MP-1 20' ONE ARM 60'	EA	101706
51348	SIG. POLE MP-1 20' ONE ARM 62'	EA	101706
51368	SIG.POLE MP-1 20'TWO ARMS 36'& 42'	EA	101706
51400	SIG.POLE MP-1 CO.LU.ONE ARM 38	EA	101706
51402	SIG.POLE MP-1 CO.LU.ONE ARM 40	EA	101706
51408	SIG.POLE MP-1 CO.LU.ONE ARM 46	EA	101706
51412	SIG.POLE MP-1 CO.LU.ONE ARM 50	EA	101706
51414	SIG.POLE MP-1 CO.LU.ONE ARM 52	EA	101706
51416	SIG.POLE MP-1 CO.LU.ONE ARM 54	EA	101706
51418	SIG.POLE MP-1 CO.LU.ONE ARM 56	EA	101706
51420	SIG.POLE MP-1 CO.LU.ONE ARM 58	EA	101706
51422	SIG.POLE MP-1 CO.LU.ONE ARM 60	EA	101706
55162	LIGHTING POLE LP-1 30'-4'	EA	101706
55163	LIGHTING POLE LP-1 30'-6'	EA	101706
55166	LIGHTING POLE LP-1 30'-12'	EA	101706
55169	LIGHTING POLE LP-1 35'-6'	EA	101706
55171	LIGHTING POLE LP-1 35'-10'	EA	101706
55176	LIGHTING POLE LP-1 40'-8'	EA	101706
55185	LIGHTING POLE LP-2 TYPE A	EA	101706
55186	LIGHTING POLE LP-2 TYPE B	EA	101706
55187	LIGHTING POLE LP-2 TYPE C	EA	101706
55188	LIGHTING POLE LP-2 TYPE D	EA	101706
55189	LIGHTING POLE LP-2 TYPE E	EA	101706
55190	LIGHTING POLE LP-2 TYPE F	EA	101706
55192	LIGHTING POLE LP-2 TYPE H	EA	101706
60452	REINF. STEEL BRIDGE APPR. SLAB	LB	101704
61700	REINF. STEEL	LB	101704
61704	CORROSION RESISTANT REINF. STEEL	LB	101704
61705	EPOXY COATED REINF. STEEL	LB	101704
61750	STRUCT.STEEL HIGH STRG.PLT.GIRDERS	LB	avg. 1017 & 101
61811	STR.STEEL PLATE GIRDER ASTM A709 GRADE50	LB	avg. 1017 & 101
61812	STR.STEEL PLATE GIRDER ASTM A709 GRADE50	LB	avg. 1017 & 101
61813	STR.STEEL PLATE GIRDER ASTM A709 GRADEHPS50W	LB	avg. 1017 & 101

61814	STR.STEEL PLATE GIRDER ASTM A709 GRADEHPS70W	LB	avg. 1017 & 101
61820	STR.STEEL ROLLED BEAM ASTM A709 GRADE 36	LB	avg. 1017 & 101
61821	STR.STEEL ROLLED BEAM ASTM A709 GRADE50	LB	avg. 1017 & 101
61822	STR.STEEL ROLLED BEAM ASTM A709 GRADE50W	LB	avg. 1017 & 101
61990	STEEL GRID FLOOR	SF	avg. 1017 & 101
64110	STEEL PILES 10"	LF	avg. 1017 & 101
64112	STEEL PILES 12"	LF	avg. 1017 & 101
64114	STEEL PILES 14"	LF	avg. 1017 & 101
64768	DRIVING TEST FOR 12" STEEL PILE	LF	avg. 1017 & 101
64778	DRIVING TEST FOR 14" STEEL PILE	LF	avg. 1017 & 101
65200	REINF. STEEL	LB	101704
65204	CORROSION RESISTANT REINF. STEEL	LB	101704
65205	EPOXY COATED REINF. STEEL	LB	101704
67086	PED. FENCE 6'	LF	avg. 1017 & 101
67088	PED. FENCE 8'	LF	avg. 1017 & 101
67089	PED. FENCE 10'	LF	avg. 1017 & 101
68100	REINF. STEEL	LB	101704
68104	CORROSION RESISTANT REINF. STEEL	LB	101704
68105	EPOXY COATED REINF. STEEL	LB	101704
68107	STR.STEEL PLATE GIRDER ASTM A709 GRADE50	LB	avg. 1017 & 101
68108	STR. STEEL PLATE GIRDER ASTM A709 GR50W	LB	avg. 1017 & 101
68109	STR. STEEL PLATE GIRDER ASTM A709 GR.HPS50W	LB	avg. 1017 & 101
68110	STR. STEEL PLATE GIRDER ASTM A709 GR.HPS70W	LB	avg. 1017 & 101
68112	STR.STEEL ROLLED BEAM ASTM A709 GR.36	LB	avg. 1017 & 101
68113	STR.STEEL ROLLED BEAM ASTM A709 GR.50	LB	avg. 1017 & 101
68114	STR.STEEL ROLLED BEAM ASTM A709 GR. 50W	LB	avg. 1017 & 101
68115	STRUCT. STEEL	LB	avg. 1017 & 101
68270	REINF. STEEL BRIDGE APPR. SLAB	LB	101704
69060	SHEET PILES, STEEL	SF	avg. 1017 & 101
69100	REINF. STEEL	LB	101704
69104	CORROSION RESISTANT REINF. STEEL	LB	101704
69105	EPOXY COATED REINF. STEEL	LB	101704
69110	STEEL PILES 10"	LF	avg. 1017 & 101
69112	STEEL PILE 12"	LF	avg. 1017 & 101
69113	DRIVING TEST FOR 12" STEEL PILE	LF	avg. 1017 & 101

___I elect to use this provision

___I elect not to use this provision

Date: _____

Signature: _____

Design-Builder: _____

Vendor No.: _____

EXHIBIT 11.1.9

Tracking Log for Project Records

VDOT Project: XYZ Project
Project: U000--111-222, P101, R201, C501, B601, B602
CONTRACT ID #: C00011111DB5

CORR	Correspondence
EMAIL	Email
MEET	Meeting Minutes
MEMO	Memo (Internal)
MISC	Miscellaneous Files

ID Number	Process	Description / Issue	Pay Package Reference	Date Received or Sent	From	To	Status (Open/ Closed	Record File Location Or Insert Hyperlink (ctrl + k)
C00018992DB4-1	CORR	VDOT to Design-Builder - Notice of Intent Letter	n/a	05/09/2007	VDOT	Design-Builder	Closed	
C00018992DB4-2	CORR	Performance and Payment Bonds	n/a	05/11/2007	Design-Builder	AAA	Closed	
C00018992DB4-3	CORR	Certificate of Insurance	n/a	05/15/2007	Design-Builder	CCC	Closed	
C00018992DB4-4	CORR	SWPP Certification Permit	n/a	05/15/2007	Design-Builder	Design-Builder	Closed	
C00018992DB4-5	CORR	C112 - Binding Agreements	n/a	05/17/2007	Design-Builder	BBB	Closed	
C00018992DB4-6	CORR	VDOT Request for Design-Builder Preconstruction Meeting	n/a	06/09/2007	VDOT	Design-Builder	Closed	
C00018992DB4-7	CORR	Design-Builder to VDOT - Escrow Document Review Meeting	n/a	06/15/2007	Design-Builder	VDOT	Closed	
C00018992DB4-8	CORR	VDOT to Design-Builder - CTB Award	n/a	06/21/2007	VDOT	Design-Builder	Closed	
C00018992DB4-9	MISC	Design-Builder Questions Regarding Final Contract Document Timeline	n/a	06/22/2007	Design-Builder	VDOT	Closed	
C00018992DB4-10	CORR	Design-Builder to VDOT - Preconstruction Meeting	n/a	07/17/2007	Design-Builder	VDOT	Closed	
C00018992DB4-11	CORR	VDOT to Design-Builder - Final Contract Documents	n/a	07/18/2007	VDOT	Design-Builder	Closed	
C00018992DB4-12	MEET	Preconstruction Meeting Minutes	n/a	07/23/2007	Design-Builder	VDOT	Closed	
C00018992DB4-13	CORR	VDOT to Design-Builder - Notice to Proceed	n/a	08/02/2007	VDOT	Design-Builder	Closed	
C00018992DB4-14	CORR	Design-Builder to VDOT Permit Application Request	1	08/02/2007	Design-Builder	VDOT	Closed	
C00018992DB4-15	EMAIL	Geotechnical Investigations - Preliminary Data	2	08/08/2007	Design-Builder	Design-Builder	Closed	
C00018992DB4-16	CORR	Design-Builder to VDOT - Flood Plain Study Inquiry	3	08/09/2007	Design-Builder	VDOT	Closed	
C00018992DB4-17	CORR	Payment Requisition # 1 - First submission	1,2,3	08/10/2007	Design-Builder	VDOT	Closed	
C00018992DB4-18	CORR	Payment Requisition # 1 - Second submission	1,2,3	08/13/2007	Design-Builder	VDOT	Closed	
C00018992DB4-19	MEMO	VDOT Acknowledgement of Receipt of Preliminary Roadway Plans	4	08/14/2007	VDOT	Design-Builder	Closed	
C00018992DB4-20	MEMO	VDOT to Design-Builder - ROW Plan Submittal 1 Comments	5	08/22/2007	VDOT	Design-Builder	Closed	
C00018992DB4-21	CORR	VDOT ID Outstanding Issues to Design-Builder	5	08/24/2007	VDOT	Design-Builder	Closed	
C00018992DB4-22	CORR	VDOT to Design-Builder - Comments Regarding Preliminary Roadway Plans	4	09/05/2007	VDOT	Design-Builder	Closed	
C00018992DB4-23	CORR	Payment Requisition # 2	4,5	09/10/2007	Design-Builder	VDOT	Closed	
C00018992DB4-24	MEMO	NVRPA Comments - Bridge Details	6	09/16/2007	NVRPA	Design-Builder	Closed	
C00018992DB4-25	CORR	Design-Builder to VDOT - Outstanding Issues	n/a	09/18/2007	Design-Builder	VDOT	Closed	
C00018992DB4-26	CORR	FWD: FOIA Request Mrs. Smith	n/a	09/20/2007	VDOT	Design-Builder		
C00018992DB4-27	CORR	FOIA Response to Mrs. Smith	n/a	09/23/2007	Design-Builder	VDOT	Closed	
C00018992DB4-28	MEMO	Memo to File - Reporting Requirements	n/a	09/25/2007	DDD	File	Closed	
C00018992DB4-29	CORR	Conflict of Interest Request for Determination	n/a	09/27/2007	OAG	VDOT	Closed	
C00018992DB4-30	CORR	VDOT Acknowledgement of Receipt of Final Roadway Plans	7	10/04/2007	VDOT	Design-Builder	Closed	
C00018992DB4-31	CORR	Payment Requisition # 3	6,7	10/10/2007	Design-Builder	VDOT	Closed	
C00018992DB4-32	CORR	VDOT to Design-Builder - Comments Regarding Final Roadway Plans	7	10/17/2007	VDOT	Design-Builder	Closed	
C00018992DB4-33	MEET	Permit Coordination Meeting Minutes	8	10/26/2007	VDOT	Design-Builder	Closed	
C00018992DB4-34	CORR	Town of Leesburg Comment - Utililty Relocation Plans	9	10/27/2007	Design-Builder	VDOT		

Exhibit 3.5.1

Governmental Approvals List

The following will be the responsibility of the Department to obtain:

1. National Environmental Policy Act approval, Programmatic Categorical Exclusion (November 19, 2009) – completed by VDOT.

2. Environmental Certification/Commitments Checklist (May 3, 2012) – completed by VDOT.

3. Document Re-evaluation for PSE (Plans, Specifications, and Estimates) Authorization (March 1, 2012) – completed by VDOT.

4. Final Document Re-evaluation for Right-of-Way Authorization – to be completed by VDOT if applicable.

5. Final Environmental Certification/Commitments Checklist – to be completed by VDOT.

6. Final Document Re-evaluation for PSE (Plans, Specifications, and Estimates) Authorization – to be completed by VDOT.

Exhibit 107.13

SF001AF-0708

Reissued July 2008

PREDETERMINED MINIMUM WAGE RATES

U.S. DEPARTMENT OF LABOR
OFFICE OF THE SECRETARY
WASHINGTON
DECISION OF THE SECRETARY

This case is before the Department of Labor pursuant to a request for a wage predetermination as required by law applicable to the work described.

A study has been made of wage conditions in the locality and based on information available to the Department of Labor the wage rates and fringe payments listed are hereby determined by the Secretary of Labor as prevailing for the described classes for labor in accordance with applicable law.

This wage determination decision and any modifications thereof during the period prior to the stated expiration date shall be made a part of every contract for performance of the described work as provided by applicable law and regulations of the Secretary of Labor, and the wage rates and fringe payments contained in this decision, including modifications, shall be the minimums to be paid under any such contract and subcontractors on the work.

The contracting officer shall require that any class of laborers and mechanics which is not listed in the wage determination and which is to be employed under the contract, shall be classified or reclassified conformably to the wage determination, and a report of the action taken shall be sent by the Federal agency to the Secretary of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics to be used, the question accompanied by the recommendation of the contracting officer shall be referred to the Secretary for determination.

Before using apprentices on the job the contractor shall present to the contracting officer written evidence of registration of such employees in a program of a State apprenticeship and training agency approved and recognized by the U.S. Bureau of Apprenticeship and Training. In the absence of such a State agency, the contractor shall submit evidence of approval and registration by the U.S. Bureau of Apprenticeship and Training.

The contractor shall submit to the contracting officer written evidence of the established apprentice-journeyman ratios and wage in the project area, which will be the basis for establishing such ratios and rates for the project under the applicable contract provisions.

Fringe payments include medical and hospital care, compensation for injuries or illness resulting from occupational activity, unemployment benefits, life insurance, disability and sickness insurance, accident insurance (all designated as health and welfare), pensions, vacation and holiday pay, apprenticeship or other similar programs and other bona fide fringe benefits.

By direction of the Secretary of Labor

E. Irving Manger, Associate Administrator
Division of Wage Determinations
Wage and Labor Standards Administration

Exhibit 107.15

S107HF1-0211

VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR
SECTION 107.15

December 10, 2010

Section 107.15 of the Specifications is replaced by the following:

Section 107.15—Use of Disadvantaged Business Enterprises (DBEs)

A. Disadvantaged Business Enterprise (DBE) Program Requirements

Any Contractor, subcontractor, supplier, DBE firm, and contract surety involved in the performance of work on a federal-aid contract shall comply with the terms and conditions of the United States Department of Transportation (USDOT) DBE Program as the terms appear in Part 26 of the Code of Federal Regulations (49 CFR as amended), the USDOT DBE Program regulations; and the Virginia Department of Transportation's (VDOT or the Department) Road and Bridge Specifications and DBE Program rules and regulations.

For the purposes of this provision, Contractor is defined as the Prime Contractor of the contract; and sub-contractor is defined as any DBE supplier, manufacturer, or subcontractor performing work or furnishing material, supplies or services to the contract. The Contractor shall physically include this same contract provision in every supply or work/service subcontract that it makes or executes with a subcontractor having work for which it intends to claim credit.

In accordance with 49 CFR Part 26 and VDOT's DBE Program requirements, the Contractor, for itself and for its subcontractors and suppliers, whether certified DBE firms or not, shall commit to complying fully with the auditing, record keeping, confidentiality, cooperation, and anti-intimidation or retaliation provisions contained in those federal and state DBE Program regulations. By bidding on this contract, and by accepting and executing this contract, the Contractor agrees to assume these contractual obligations and to bind the Contractor's subcontractors contractually to the same at the Contractor's expense.

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award, administration, and performance of this contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which will result in the termination of this contract or other such remedy, as VDOT deems appropriate.

All administrative remedies noted in this provision are automatic unless the Contractor exercises the right of appeal within the required timeframe(s) specified herein. Appeal requirements, processes, and procedures shall be in accordance with guidelines stated herein and current at the time of the proceedings. Where applicable, the Department will notify the Contractor of any changes to the appeal requirements, processes, and procedures after receiving notification of the Contractor's desire to appeal.

All time frames referenced in this provision are expressed in business days unless otherwise indicated. Should the expiration of any deadline fall on a weekend or holiday, such deadline will automatically be extended to the next normal business day.

B. DBE Certification

The only DBE firms eligible to perform work on a federal-aid contract for DBE contract goal credit are firms certified as Disadvantaged Business Enterprises by the Virginia Department of Minority Business Enterprise (DMBE) or the Metropolitan Washington Airports Authority (MWAA) in accordance with federal and VDOT guidelines. DBE firms must be certified in the specific work listed for DBE contract goal credit. A directory listing of certified DBE firms can be obtained from the Virginia Department of Minority Business Enterprise and the Metropolitan Washington Airports Authority Internet websites: *http://www.dmbe.virginia.gov/ ; http://mwaa.com/362.htm*

C. Bank Services

The Contractor and each subcontractor are encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals. Such banking services and the fees charged for services typically will not be eligible for DBE Program contract goal credit. Such information is available from the VDOT's Internet Civil Rights Division website:
http://insidevdot/C7/Civil%20Rights/default.aspx

D. DBE Program-Related Certifications Made by Bidders\Contractors

By submitting a bid and by entering into any contract on the basis of that bid, the bidder/Contractor certifies to each of the following DBE Program-related conditions and assurances:

1. That the management and bidding officers of its firm agree to comply with the bidding and project construction and administration obligations of the USDOT DBE Program requirements and regulations of 49 CFR Part 26 as amended, and VDOT's Road and Bridge Specifications and DBE Program requirements and regulations.

2. Under penalty of perjury and other applicable penal law that it has complied with the DBE Program requirements in submitting the bid, and shall comply fully with these requirements in the bidding, award, and execution of the contract.

3. To ensure that DBE firms have been given full and fair opportunity to participate in the performance of the contract. The bidder certifies that all reasonable steps were, and will be, taken to ensure that DBE firms had, and will have, an opportunity to compete for and perform work on the contract. The bidder further certifies that the bidder shall not discriminate on the basis of race, color, age, national origin, or sex in the performance of the contract or in the award of any subcontract. Any agreement between a bidder and a DBE whereby the DBE promises not to provide quotations for performance of work to other bidders is prohibited.

4. As a bidder, good faith efforts were made to obtain DBE participation in the proposed contract at or above the goal for DBE participation established by VDOT. It has submitted as a part of its bid true, accurate, complete, and detailed documentation of the good faith efforts it performed to meet the contract goal for DBE participation. The bidder, by signing and submitting its bid, certifies the DBE participation information submitted within the stated time thereafter is true, correct, and complete, and that the information provided includes the names of all DBE firms that will participate in the contract, the specific line item(s) that each listed DBE firm will perform, and the creditable dollar

amounts of the participation of each listed DBE. The specific line item must reference the VDOT line number and item number contained in the proposal.

5. The bidder further certifies, by signing its bid, it has committed to use each DBE firm listed for the specific work item shown to meet the contract goal for DBE participation. Award of the contract will be conditioned upon meeting these and other listed requirements of 49 CFR Part 26.53 and the contract documents. By signing the bid, the bidder certifies on work that it proposes to sublet; it has made good faith efforts to seek out and consider DBEs as potential subcontractors. The bidder shall contact DBEs to solicit their interest, capability, and prices in sufficient time to allow them to respond effectively, and shall retain on file proper documentation to substantiate its good faith efforts. Award of the contract will be conditioned upon meeting these and other listed requirements of 49 CFR Part 26.53 and the contract documents.

6. Once awarded the contract, the Contractor shall make good faith efforts to utilize DBE firms to perform work designated to be performed by DBEs at or above the amount or percentage of the dollar value specified in the bidding documents. Further, the Contractor understands it shall not unilaterally terminate, substitute for, or replace any DBE firm that was designated in the executed contract in whole or in part with another DBE, any non-DBE firm, or with the Contractor's own forces or those of an affiliate of the Contractor without the prior written consent of VDOT as set out within the requirements of this provision.

7. Once awarded the contract, the Contractor shall designate and make known to the Department a liaison officer who is assigned the responsibility of administering and promoting an active and inclusive DBE program as required by 49 CFR Part 26 for DBEs. The designation and identity of this officer need be submitted only once by the Contractor during any twelve (12) month period at the preconstruction conference for the first contract the Contractor has been awarded during that reporting period. The Department will post such information for informational and administrative purposes at VDOT's Internet Civil Rights Division website.

8. Once awarded the contract, the Contractor shall comply fully with all regulatory and contractual requirements of the USDOT DBE Program, and that each DBE firm participating in the contract shall fully perform the designated work items with the DBE's own forces and equipment under the DBE's direct supervision, control, and management. Where a contract exists and where the Contractor, DBE firm, or any other firm retained by the Contractor has failed to comply with federal or VDOT DBE Program regulations and/or their requirements on that contract, VDOT has the authority and discretion to determine the extent to which the DBE contract regulations and\or requirements have not been met, and will assess against the Contractor any remedies available at law or provided in the contract in the event of such a contract breach.

9. In the event a bond surety assumes the completion of work, if for any reason VDOT has terminated the prime Contractor, the surety shall be obligated to meet the same DBE contract terms and requirements as were required of the original prime Contractor in accordance with the requirements of this specification.

E. Disqualification of Bidder

Bidders may be disqualified from bidding for failure to comply with the requirements of this Special Provision, the contract specifications, and VDOT Road and Bridge Specifications.

F. Bidding Procedures

The following bidding procedures shall apply to the contract for DBE Program compliance purposes:

1. **Contract Goal, Good Faith Efforts Specified:** All bidders evidencing the attainment of DBE goal commitment equal to or greater than the required DBE goal established for the project must submit completed Form C-111, Minimum DBE Requirements, and Form C-48, Subcontractor/Supplier Solicitation and Utilization, as a part of the bid documents.

   Form C-111 may be submitted electronically or may be faxed to the Department, but in no case shall the bidder's Form C-111 be received later than 10:00 a.m. the next business day after the time stated in the bid proposal for the receipt of bids. Form C-48 must be received within ten (10) business days after the bid opening.

   If, at the time of submitting its bid, the bidder knowingly cannot meet or exceed the required DBE contract goal, it shall submit Form C-111 exhibiting the DBE participation it commits to attain as a part of its bid documents. The bidder shall then submit Form C-49, DBE Good Faith Efforts Documentation, within two (2) business days after the bid opening.

   The lowest responsive and responsible bidder must submit its properly executed Form C-112, Certification of Binding Agreement, within three (3) business days after the bids are received. DBEs bidding as prime contractors are not required to submit Form C-112 unless they are utilizing other DBEs as subcontractors.

   If, after review of the apparent lowest bid, VDOT determines the DBE requirements have not been met, the apparent lowest successful bidder must submit Form C-49, DBE Good Faith Efforts Documentation, which must be received by the Contract Engineer within two (2) business days after official notification of such failure to meet the aforementioned DBE requirements.

   Forms C-48, C-49, C-111, and C-112 can be obtained from the VDOT website at: *http://vdotforms.vdot.virginia.gov/*

   Instructions for submitting Form C-111 can be obtained from the VDOT website at: *http://www.virginiadot.org/business/resources/const/Exp_DBE_Commitments.pdf*

2. **Bid Rejection:** The failure of a bidder to submit the required documentation within the timeframes specified in the **Contract Goal, Good Faith Efforts Specified** section of this Special Provision may be cause for rejection of that bidder's bid.

   If the lowest bidder is rejected for failure to submit the required documentation in the specified time frames, the Department may award the work to the next lowest bidder, or re-advertise the proposed work at a later date or proceed otherwise as determined by the Commonwealth.

3. **Good Faith Efforts Described:** In order to award a contract to a bidder that has failed to meet DBE contract goal requirements, VDOT will determine if the bidder's efforts were adequate good faith efforts, and if given all relevant circumstances, those efforts were made actively and aggressively to meet the DBE requirements. Efforts to obtain DBE participation are not good faith efforts if they could not reasonably be expected to

produce a level of DBE participation sufficient to meet the DBE Program and contract goal requirements.

Good faith efforts may be determined through use of the following list of the types of actions the bidder may make to obtain DBE participation. This is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts of similar intent may be relevant in appropriate cases:

(a) Soliciting through reasonable and available means, such as but not limited to, attendance at pre-bid meetings, advertising, and written notices to DBEs who have the capability to perform the work of the contract. Examples include: advertising in at least one daily/weekly/monthly newspaper of general circulation, as applicable; phone contact with a completely documented telephone log, including the date and time called, contact person, or voice mail status; and internet contacts with supporting documentation, including dates advertised. The bidder shall solicit this interest no less than five (5) business days before the bids are due so that the solicited DBEs have enough time to reasonably respond to the solicitation. The bidder shall determine with certainty if the DBEs are interested by taking reasonable steps to follow up initial solicitations as evidenced by documenting such efforts as requested on Form C-49, DBE Good Faith Efforts Documentation.

(b) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the Contractor might otherwise prefer to completely perform all portions of this work in its entirety or use its own forces;

(c) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner, which will assist the DBEs in responding to a solicitation;

(d) Negotiating for participation in good faith with interested DBEs;

1. Evidence of such negotiation shall include the names, addresses, and telephone numbers of DBEs that were considered; dates DBEs were contacted; a description of the information provided regarding the plans, specifications, and requirements of the contract for the work selected for subcontracting; and, if insufficient DBE participation seems likely, evidence as to why additional agreements could not be reached for DBEs to perform the work;

2. A bidder using good business judgment should consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and should take a firm's price, qualifications, and capabilities, as well as contract goals, into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not sufficient reason for a bidder's failure to meet the contract goal for DBE participation, as long as such costs are reasonable and comparable to costs customarily appropriate to the type of work under consideration. Also, the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make diligent good faith efforts. Bidders are not, however, required to accept higher quotes from DBEs if the price difference can be shown by the bidder to be excessive, unreasonable, or greater than would normally be expected by industry standards;

(e) A bidder cannot reject a DBE as being unqualified without sound reasons based on a thorough investigation of the DBE's capabilities. The DBE's standing within its industry, membership in specific groups, organizations, associations, and political or social affiliations, and union vs. non-union employee status are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal for DBE participation;

(f) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by VDOT or by the bidder/Contractor;

(g) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services subject to the restrictions contained in these provisions;

(h) Effectively using the services of appropriate personnel from VDOT and from DMBE; available minority/women community or minority organizations; contractors' groups; local, state, and Federal minority/ women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and utilization of qualified DBEs.

G. Documentation and Administrative Reconsideration of Good Faith Efforts

During Bidding: As described in the **Contract Goal, Good Faith Efforts Specified** section of this Special Provision, the bidder must provide Form C-49, DBE Good Faith Efforts Documentation, of its efforts made to meet the DBE contract goal as proposed by VDOT within the time frame specified in this provision. The means of transmittal and the risk for timely receipt of this information shall be the responsibility of the bidder. The bidder shall attach additional pages to the certification, if necessary, in order to fully detail specific good faith efforts made to obtain the DBE firms participation in the proposed contract work.

However, regardless of the DBE contract goal participation level proposed by the bidder or the extent of good faith efforts shown, all bidders shall timely and separately file their completed and executed forms C-111, C-112, C-48, and C-49, as aforementioned, or face potential bid rejection.

If a bidder does not submit its completed and executed forms C-111, or C-112, when required by this Special Provision, the bidder's bid will be considered non-responsive and may be rejected.

Where the Department upon initial review of the bid results determines the apparent low bidder has failed or appears to have failed to meet the requirements of the **Contract Goal, Good Faith Efforts Specified** section of this Special Provision and has failed to adequately document that it made a good faith effort to achieve sufficient DBE participation as specified in the bid proposal, that firm upon notification of the Department's initial determination will be offered the opportunity for administrative reconsideration before VDOT rejects that bid as non-responsive. The bidder shall address such request for reconsideration in writing to the Contract Engineer within five (5) business days of receipt of notification by the Department and shall be given the opportunity to discuss the issue and present its evidence in person to the Administrative Reconsideration Panel. The Administrative Reconsideration Panel will be made up of VDOT Division Administrators or their designees, none of who took part in the initial determination that the bidder failed to make the goal or make adequate good faith efforts to do so. After reconsideration, VDOT shall notify the bidder in writing of its decision

and explain the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so.

If, after reconsideration, the Department determines the bidder has failed to meet the requirements of the contract goal and has failed to make adequate good faith efforts to achieve the level of DBE participation as specified in the bid proposal, the bidder's bid will be rejected.

If sufficient documented evidence is presented to demonstrate that the apparent low bidder made reasonable good faith efforts, the Department will award the contract and reduce the DBE requirement to the actual commitment identified by the lowest successful bidder at the time of its bid. The Contractor is still encouraged to seek additional DBE participation during the life of the contract.

However, such action will not relieve the Contractor of its responsibility for complying with the reduced DBE requirement during the life of the contract or any administrative sanctions as may be appropriate.

During the Contract: If a DBE, through no fault of the Contractor, is unable or unwilling to fulfill his agreement with the Contractor, the Contractor shall immediately notify the Department and provide all relevant facts. If a Contractor relieves a DBE subcontractor of the responsibility to perform work under their subcontract, the Contractor is encouraged to take the appropriate steps to obtain a DBE to perform an equal dollar value of the remaining subcontracted work. In such instances, the Contractor is expected to seek DBE participation towards meeting the goal during the performance of the contract.

If the Contractor fails to conform to the schedule of DBE participation as shown on the progress schedule, or at any point at which it is clearly evident that the remaining dollar value of allowable credit for performing work is insufficient to obtain the scheduled participation, and the Contractor has not taken the preceding actions, the Contractor and any aforementioned affiliates may be subject to disallowance of DBE credit until such time as conformance with the schedule of DBE participation is achieved.

Project Completion: If the Contractor fails upon completion of the project to meet the required participation, the Contractor and any prime contractual affiliates, as in the case of a joint venture, may be enjoined from bidding as a prime Contractor, or participating as a subcontractor on VDOT projects for a period of 90 days.

Prior to enjoinment from bidding or denial to participate as a subcontractor for failure to comply with participation requirements, as provided hereinbefore, the Contractor may submit documentation to the State Construction Engineer to substantiate that failure was due solely to quantitative underrun(s), elimination of items subcontracted to DBEs, or to circumstances beyond their control, and that all feasible means have been used to obtain the required participation. The State Construction Engineer upon verification of such documentation shall make a determination whether or not the Contractor has met the requirements of the contract.

If it is determined that the aforementioned documentation is insufficient or the failure to meet required participation is due to other reasons, the Contractor may request an appearance before the Administrative Reconsideration Panel to establish that all feasible means were used to meet such participation requirements. The decision of the Administrative Reconsideration Panel shall be administratively final. If the decision is made to enjoin the Contractor from bidding on other VDOT work as described herein, the enjoinment period will

begin upon the Contractor's failure to request a hearing within the designated time frame or upon the Administrative Reconsideration Panel's decision to enjoin, as applicable.

H. DBE Participation for Contract Goal Credit

DBE participation on the contract will count toward meeting the DBE contract goal in accordance with the following criteria:

1. Cost-plus subcontracts will not be considered to be in accordance with normal industry practice and will not normally be allowed for credit.

2. The applicable percentage of the total dollar value of the contract or subcontract awarded to the DBE will be counted toward meeting the contract goal for DBE participation in accordance with the **DBE Program-Related Certifications Made by Bidders\Contractors** section of this Special Provision for the value of the work, goods, or services that are actually performed or provided by the DBE firm itself or subcontracted by the DBE to other DBE firms.

3. When a DBE performs work as a participant in a joint venture with a non-DBE firm, the Contractor may count toward the DBE goal only that portion of the total dollar value of the contract equal to the distinctly defined portion of the contract work that the DBE has performed with the DBE's own forces or in accordance with the provisions of this Section. The Department shall be contacted in advance regarding any joint venture involving both a DBE firm and a non-DBE firm to coordinate Department review and approval of the joint venture's organizational structure and proposed operation where the Contractor seeks to claim the DBE's credit toward the DBE contract goal.

4. When a DBE subcontracts part of the work of the contract to another firm, the value of that subcontracted work may be counted toward the DBE contract goal only if the DBE's subcontractor at a lower tier is a certified DBE. Work that a DBE subcontracts to either a non-DBE firm or to a non-certified DBE firm will not count toward the DBE contract goal. The cost of supplies and equipment a DBE subcontractor purchases or leases from the prime Contractor or the prime's affiliated firms will not count toward the contract goal for DBE participation.

5. The Contractor may count expenditures to a DBE subcontractor toward the DBE contract goal only if the DBE performs a Commercially Useful Function (CUF) on that contract.

6. A Contractor may not count the participation of a DBE subcontractor toward the Contractor's final compliance with the DBE contract goal obligations until the amount being counted has actually been paid to the DBE. A Contractor may count sixty (60) percent of its expenditures actually paid for materials and supplies obtained from a DBE certified as a regular dealer, and one hundred (100) percent of such expenditures actually paid for materials and supplies obtained from a certified DBE manufacturer.

   (a) For the purposes of this Special Provision, a regular dealer is defined as a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles, or equipment required and used under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the DBE firm shall be an established business that regularly engages, as its principal business and under its own name, in the purchase and sale or lease of the products or equipment in question. Packagers, brokers,

manufacturers' representatives, or other persons who arrange or expedite transactions will not be considered regular dealers.

(b) A DBE firm may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business where it keeps such items in stock if the DBE both owns and operates distribution equipment for the products it sells and provides for the contract work. Any supplementation of a regular dealer's own distribution equipment shall be by a long-term lease agreement and not on an *ad hoc* or contract-by-contract basis to be eligible for credit to meet the DBE contract goal.

(c) If a DBE regular dealer is used for DBE contract goal credit, no additional credit will be given for hauling or delivery to the project site goods or materials sold by that DBE regular dealer. Those delivery costs shall be deemed included in the price charged for the goods or materials by the DBE regular dealer, who shall be responsible for their distribution.

(d) For the purposes of this Special Provision, a manufacturer will be defined as a firm that operates or maintains a factory or establishment that produces on the premises the materials, supplies, articles, or equipment required under the contract and of the general character described by the project specifications. A manufacturer shall include firms that produce finished goods or products from raw or unfinished material, or purchase and substantially alter goods and materials to make them suitable for construction use before reselling them.

(g) A Contractor may count toward the DBE contract goal the following expenditures to DBE firms that are not regular dealers or manufacturers for DBE program purposes:

1. The entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant or managerial services, or for providing bonds or insurance specifically required for the performance of the federal-aid contract, if the fee is reasonable and not excessive or greater than would normally be expected by industry standards for the same or similar services.

2. The entire amount of that portion of the construction contract that is performed by the DBE's own forces and equipment under the DBE's supervision. This includes the cost of supplies and materials ordered and paid for by the DBE for contract work, including supplies purchased or equipment leased by the DBE, except supplies and equipment a DBE subcontractor purchases or leases from the prime Contractor or its affiliates.

(h) A Contractor may count toward the DBE contract goal one hundred (100) percent of the fees paid to a DBE trucker or hauler for the delivery of material and supplies required on the project job site, but not for the cost of those materials or supplies themselves, provided that the trucking or hauling fee is determined by VDOT to be reasonable, as compared with fees customarily charged by non-DBE firms for similar services. A Contractor shall not count costs for the removal or relocation of excess material from or on the job site when the DBE trucking company is not the manufacturer of or a regular dealer in those materials and supplies. The DBE trucking firm shall also perform a Commercially Useful Function (CUF) on the project and not operate merely as a pass through for the purposes of gaining credit toward the DBE contract goal. Prior to submitting a bid, the Contractor shall determine, or

contact the VDOT Civil Rights Division or its district Offices for assistance in determining, whether a DBE trucking firm will meet the criteria for performing a CUF on the project. See section on **Miscellaneous DBE Program Requirements; Factors used to Determine if a DBE Trucking Firm is Performing a CUF**.

(i) The Contractor will receive DBE contract goal credit for the fees or commissions charged by and paid to a DBE broker who arranges or expedites sales, leases, or other project work or service arrangements provided that those fees are determined by VDOT to be reasonable and not excessive as compared with fees customarily charged by non-DBE firms for similar services. For the purposes of this Special Provision, a broker is defined as a person or firm that regularly engages in arranging for delivery of material, supplies, and equipment, or regularly arranges for the providing of project services as a course of routine business but does not own or operate the delivery equipment necessary to transport materials, supplies, or equipment to or from a job site.

I. Performing a Commercially Useful Function (CUF)

No credit toward the DBE contract goal will be allowed for contract payments or expenditures to a DBE firm if that DBE firm does not perform a CUF on that contract. A DBE performs a CUF when the DBE is solely responsible for execution of a distinct element of the contract work and the DBE actually performs, manages, and supervises the work involved with the firm's own forces or in accordance with the provisions of the **DBE Participation for Contract Goal Credit** section of this Special Provision. To perform a CUF the DBE alone shall be responsible and bear the risk for the material and supplies used on the contract, selecting a supplier or dealer from those available, negotiating price, determining quality and quantity, ordering the material and supplies, installing those materials with the DBE's own forces and equipment, and paying for those materials and supplies. The amount the DBE firm is to be paid under the contract shall be commensurate with the work the DBE actually performs and the DBE credit claimed for the DBE's performance.

Monitoring CUF Performance: It shall be the Contractor's responsibility to ensure that all DBE firms selected for subcontract work on the contract, for which he seeks to claim credit toward the contract goal, perform a CUF. Further, the Contractor is responsible for and shall ensure that each DBE firm fully performs the DBE's designated tasks with the DBE's own forces and equipment under the DBE's own direct supervision and management or in accordance with the provisions of the **DBE Participation for Contract Goal Credit** section of this Special Provision. For the purposes of this provision the DBE's equipment will mean either equipment directly owned by the DBE as evidenced by title, bill of sale or other such documentation, or leased by the DBE, and over which the DBE has control as evidenced by the leasing agreement from a firm not owned in whole or part by the prime Contractor or an affiliate of the Contractor under this contract.

VDOT will monitor the Contractor's DBE involvement during the performance of the contract. However, VDOT is under no obligation to warn the Contractor that a DBE's participation will not count toward the goal.

DBEs Must Perform a Useful and Necessary Role in Contract Completion: A DBE does not perform a commercially useful function if the DBE's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

DBEs Must Perform The Contract Work With Their Own Workforces: If a DBE does not perform and exercise responsibility for at least thirty (30) percent of the total cost of the DBE's contract with the DBE's own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involve, VDOT will presume that the DBE is not performing a CUF and such participation will not be counted toward the contract goal.

VDOT Makes Final Determination On Whether a CUF Is Performed: VDOT has the final authority to determine whether a DBE firm has performed a CUF on a federal-aid contract. To determine whether a DBE is performing or has performed a CUF, VDOT will evaluate the amount of work subcontracted by that DBE firm or performed by other firms and the extent of the involvement of other firms' forces and equipment. Any DBE work performed by the Contractor or by employees or equipment of the Contractor shall be subject to disallowance under the DBE Program, unless the independent validity and need for such an arrangement and work is demonstrated.

J. Verification of DBE Participation and Imposed Damages

Within fourteen days after contract execution, the Contractor shall submit to the Responsible Engineer, with a copy to the District Civil Rights Office (DCRO), a fully executed subcontract agreement for each DBE used to claim credit in accordance with the requirements stated on Form C-112. The subcontract agreement shall be executed by both parties stating the work to be performed, the details or specifics concerning such work, and the price which will be paid to the DBE subcontractor. Because of the commercial damage that the Contractor and its DBE subcontractor could suffer if their subcontract pricing, terms, and conditions were known to competitors, the Department staff will treat subcontract agreements as proprietary Contractor trade secrets with regard to Freedom of Information Act requests. In lieu of subcontract agreements, purchase orders may be submitted for haulers, suppliers, and manufacturers. These too, will be treated confidentially and protected. Such purchase orders must contain, as a minimum, the following information: authorized signatures of both parties; description of the scope of work to include contract item numbers, quantities, and prices; and required federal contract provisions.

The Contractor shall also furnish, and shall require each subcontractor to furnish, information relative to all DBE involvement on the project for each quarter during the life of the contract in which participation occurs and verification is available. The information shall be indicated on Form C-63, DBE and SWAM Payment Compliance Report. The department reserves the right to request proof of payment via copies of cancelled checks with appropriate identifying notations. Failure to provide Form C-63 to the District Civil Rights Office (DCRO) within five (5) business days after the reporting period may result in delay of approval of the Contractor's monthly progress estimate for payment. The names and certification numbers of DBE firms provided by the Contractor on the various forms indicated in this Special Provision shall be exactly as shown on the DMBE's or MWAA's latest list of certified DBEs. Signatures on all forms indicated herein shall be those of authorized representatives of the Contractor as shown on the Prequalification Application, Form C-32 or the Prequalification/Certification Renewal Application, Form C-32A, or authorized by letter from the Contractor. If DBE firms are used which have not been previously documented with the Contractor's bid and for which the Contractor now desires to claim credit toward the project goal, the Contractor shall be responsible for submitting necessary documentation in accordance with the procedures stipulated in this Special Provision to cover such work prior to the DBE beginning work.

Form C-63 can be obtained from the VDOT website at: *http://vdotforms.vdot.virginia.gov/*

The Contractor shall submit to the Responsible Engineer its progress schedule with a copy to the DCRO, as required by Section 108.03 of the Specifications or other such specific contract scheduling specification that may include contractual milestones, i.e., monthly or VDOT requested updates. The Contractor shall include a narrative of applicable DBE activities relative to work activities of the Contractor's progress schedule, including the approximate start times and durations of all DBE participation to be claimed for credit that shall result in full achievement of the DBE goal required in the contract.

On contracts awarded on the basis of good faith efforts, narratives or other agreeable format of schedule information requirements and subsequent progress determination shall be based on the commitment information shown on the latest Form C-111 as compared with the appropriate Form C-63.

Prior to beginning any major component or quarter of the work, as applicable, in which DBE work is to be performed, the Contractor shall furnish a revised Form C-111 showing the name(s) and certification number(s) of any current DBEs not previously submitted who will perform the work during that major component or quarter for which the Contractor seeks to claim credit toward the contract DBE goal. The Contractor shall obtain the prior approval of the Department for any assistance it may provide to the DBE beyond its existing resources in executing its commitment to the work in accordance with the requirements listed in the **Good Faith Efforts Described** section of this Special Provision. If the Contractor is aware of any assistance beyond a DBE's existing resources that the Contractor, or another subcontractor, may be contemplating or may deem necessary and that have not been previously approved, the Contractor shall submit a new or revised narrative statement for VDOT's approval prior to assistance being rendered.

If the Contractor fails to comply with correctly completing and submitting any of the required documentation requested by this provision within the specified time frames, the Department will withhold payment of the monthly progress estimate until such time as the required submissions are received VDOT. Where such failures to provide required submittals or documentation are repeated the Department will move to enjoin the Contractor and any prime contractual affiliates, as in the case of a joint venture, from bidding as a prime Contractor, or participating as a subcontractor on VDOT projects until such submissions are received.

K. Documentation Required for Semi-final Payment

On those projects nearing completion, the Contractor must submit Form C-63 marked "Semi-Final" within twenty (20) days after the submission of the last regular monthly progress estimate to the DCRO. The form must include each DBE used on the contract work and the work performed by each DBE. The form shall include the actual dollar amount paid to each DBE for the accepted creditable work on the contract. The form shall be certified under penalty of perjury, or other applicable law, to be accurate and complete. VDOT will use this certification and other information available to determine applicable DBE credit allowed to date by VDOT and the extent to which the DBEs were fully paid for that work. The Contractor shall acknowledge by the act of filing the form that the information is supplied to obtain payment regarding a federal participation contract. A letter of certification, signed by both the prime Contractor and appropriate DBEs, will accompany the form, indicating the amount, including any retainage, if present, that remains to be paid to the DBE(s).

L. Documentation Required for Final Payment

On those projects that are complete, the Contractor shall submit a final Form C-63 marked "Final" to the DCRO, within thirty (30) days of the final estimate. The form must include each

DBE used on the contract and the work performed by each DBE. The form shall include the actual dollar amount paid to each DBE for the creditable work on the contract. VDOT will use this form and other information available to determine if the Contractor and DBEs have satisfied the DBE contract goal percentage specified in the contract and the extent to which credit was allowed. The Contractor shall acknowledge by the act of signing and filing the form that the information is supplied to obtain payment regarding a federal participation contract.

M. Prompt Payment Requirements

The Contractor shall make prompt and full payment to the subcontractor(s) of any retainage held by the prime Contractor after the subcontractor's work is satisfactorily completed.

For purposes of this Special Provision, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished, documented, and accepted as required by the contract documents by VDOT. When VDOT has made partial acceptance of a portion of the prime contract, the Department will consider the work of any subcontractor covered by that partial acceptance to be satisfactorily completed. Payment will be made in accordance with the requirements of Section 107.01, Section 109.08, and Section 109.09 of the Specifications.

Upon VDOT's payment of the subcontractor's portion of the work as shown on the monthly progress estimate and the receipt of payment by the Contractor for such work, the Contractor shall make compensation in full to the subcontractor for that portion of the work satisfactorily completed and accepted by the Department. For the purposes of this Special Provision, payment of the subcontractor's portion of the work shall mean the Contractor has issued payment in full, less agreed upon retainage, if any, to the subcontractor for that portion of the subcontractor's work that VDOT paid to the Contractor on the monthly progress estimate.

The Contractor shall make payment of the subcontractor's portion of the work within seven (7) days of the receipt of payment from VDOT in accordance with the requirements of Section 107.01, Section 109.08, and Section 109.09 of the Specifications.

If the Contractor fails to make payment for the subcontractor's portion of the work within the time frame specified herein, the subcontractor shall contact the Responsible Engineer and the Contractor's bonding company in writing. The bonding company and VDOT will investigate the cause for non-payment and, barring mitigating circumstances that would make the subcontractor ineligible for payment, ensure payment in accordance with the requirements of Section 107.01, Section 109.08, and Section 109.09 of the Specifications.

By bidding on this contract, and by accepting and executing this contract, the Contractor agrees to assume these contractual obligations, and to bind the Contractor's subcontractors contractually to those prompt payment requirements.

Nothing contained herein shall preclude the Contractor from withholding payment to the subcontractor in accordance with the terms of the subcontract in order to protect the Contractor from loss or cost of damage due to a breach of agreement by the subcontractor.

N. Miscellaneous DBE Program Requirements

Loss of DBE Eligibility: When a DBE firm has been removed from eligibility as a certified DBE firm, the following actions will be taken:

1. When a Bidder/Contractor has made a commitment to use a DBE firm that is not currently certified, thereby making the Contractor ineligible to receive DBE participation credit for work performed, and a subcontract has not been executed, the ineligible DBE firm does not count toward either the contract goal or overall goal. The Contractor shall meet the contract goal with a DBE firm that is eligible to receive DBE credit for work performed, or must demonstrate to the Contract Engineer that it has made good faith efforts to do so.

2. When a Bidder/Contractor has executed a subcontract with a certified DBE firm prior to official notification of the DBE firm's loss of eligibility, the Contractor may continue to use the firm on the contract and shall continue to receive DBE credit toward its DBE goal for the subcontractor's work.

3. When VDOT has executed a prime contract with a DBE firm that is certified at the time of contract execution but that is later ruled ineligible, the portion of the ineligible firm's performance on the contract before VDOT has issued the notice of its ineligibility shall count toward the contract goal.

Termination of DBE: If a certified DBE subcontractor is terminated, or fails, refuses, or is unable to complete the work on the contract for any reason, the Contractor must promptly request approval to substitute or replace that firm in accordance with this section of this Special Provision.

The Contractor, as aforementioned in **DBE Program-Related Certifications Made by Bidders/Contractors**, shall notify VDOT in writing before terminating and/or replacing the DBE that was committed as a condition of contract award or that is otherwise being used or represented to fulfill DBE contract obligations during the contract performance period. Written consent from the Department for terminating the performance of any DBE shall be granted only when the Contractor can demonstrate that the DBE is unable, unwilling, or ineligible to perform its obligations for which the Contractor sought credit toward the contract DBE goal. Such written consent by the Department to terminate any DBE shall concurrently constitute written consent to substitute or replace the terminated DBE with another DBE. Consent to terminate a DBE shall not be based on the Contractor's ability to negotiate a more advantageous contract with another subcontractor whether that subcontractor is, or is not, a certified DBE.

1. All Contractor requests to terminate, substitute, or replace a certified DBE shall be in writing, and shall include the following information:

   (a) The date the Contractor determined the DBE to be unwilling, unable, or ineligible to perform.

   (b) The projected date that the Contractor shall require a substitution or replacement DBE to commence work if consent is granted to the request.

   (c) A brief statement of facts describing and citing specific actions or inaction by the DBE giving rise to the Contractor's assertion that the DBE is unwilling, unable, or ineligible to perform;

   (d) A brief statement of the affected DBE's capacity and ability to perform the work as determined by the Contractor;

(e) A brief statement of facts regarding actions taken by the Contractor which are believed to constitute good faith efforts toward enabling the DBE to perform;

(f) The current percentage of work completed on each bid item by the DBE;

(g) The total dollar amount currently paid per bid item for work performed by the DBE;

(h) The total dollar amount per bid item remaining to be paid to the DBE for work completed, but for which the DBE has not received payment, and with which the Contractor has no dispute;

(i) The total dollar amount per bid item remaining to be paid to the DBE for work completed, but for which the DBE has not received payment, and over which the Contractor and/or the DBE have a dispute.

2. Contractor's Written Notice to DBE of Pending Request to Terminate and Substitute with another DBE.

The Contractor shall send a copy of the "request to terminate and substitute" letter to the affected committed DBE firm, in conjunction with submitting the request to the DCRO. The affected DBE firm may submit a response letter to the Department within two (2) business days of receiving the notice to terminate from the Contractor. The affected DBE firm shall explain its position concerning performance on the committed work. The Department will consider both the Contractor's request and the DBE's response and explanation before approving the Contractor's termination and substitution request, or determining if any action should be taken against the Contractor.

If, after making its best efforts to deliver a copy of the "request to terminate and substitute" letter, the Contractor is unsuccessful in notifying the affected DBE firm, the Department will verify that the affected, committed DBE firm is unable or unwilling to continue the contract. The Department will immediately approve the Contractor's request for a substitution.

3. Proposed Substitution of Another Certified DBE

Upon termination of a DBE, the Contractor shall use reasonable good faith efforts to replace the terminated DBE. The termination of such DBE shall not relieve the Contractor of its obligations pursuant to this section, and the unpaid portion of the terminated DBE's contract will not be counted toward the contract goal.

When a DBE substitution is necessary, the Contractor shall submit an amended Form C-111 with the name of another DBE firm, the proposed work to be performed by that firm, and the dollar amount of the work to replace the unfulfilled portion of the work of the originally committed DBE firm. The Contractor shall furnish all pertinent information including the contract I.D. number, project number, bid item, item description, bid unit and bid quantity, unit price, and total price. In addition, the Contractor shall submit documentation for the requested substitute DBE as described in this section of this Special Provision.

Should the Contractor be unable to commit the remaining required dollar value to the substitute DBE, the Contractor shall provide written evidence of good faith efforts made to obtain the substitute value requirement. The Department will review the quality, thoroughness, and intensity of those efforts. Efforts that are viewed by VDOT as merely

superficial or pro-forma will not be considered good faith efforts to meet the contract goal for DBE participation. The Contractor must document the steps taken that demonstrated its good faith efforts to obtain participation as set forth in the **Good Faith Efforts Described** section of this Special Provision.

Factors Used to determine if a DBE Trucking Firm is performing a CUF:

The following factors will be used to determine whether a DBE trucking company is performing a CUF:

1. To perform a CUF the DBE trucking firm shall be completely responsible for the management and supervision of the entire trucking operation for which the DBE is responsible by subcontract on a particular contract. There shall not be a contrived arrangement, including, but not limited to, any arrangement that would not customarily and legally exist under regular construction project subcontracting practices for the purpose of meeting the DBE contract goal;

2. The DBE must own and operate at least one fully licensed, insured, and operational truck used in the performance of the contract work. This does not include a supervisor's pickup truck or a similar vehicle that is not suitable for and customarily used in hauling the necessary materials or supplies;

3. The DBE receives full contract goal credit for the total reasonable amount the DBE is paid for the transportation services provided on the contract using trucks the DBE owns, insures, and operates using drivers that the DBE employs and manages;

4. The DBE may lease trucks from another certified DBE firm, including from an owner-operator who is certified as a DBE. The DBE firm that leases trucks from another DBE will receive credit for the total fair market value actually paid for transportation services the lessee DBE firm provides on the contract;

5. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit for the total value of the transportation services provided by non-DBE lessees, *not to exceed the value of transportation services provided by DBE-owned trucks on the contract.* For additional participation by non-DBE lessees, the DBE will only receive credit for the fee or commission it receives as a result of the lease arrangement.

EXAMPLE

DBE Firm X uses two (2) of its own trucks on a contract. The firm leases two (2) trucks from DBE Firm Y and six (6) trucks from non-DBE Firm Z.

		Value of Trans. Serv. (For Illustrative Purposes Only**)**
Firm X		
Truck 1	Owned by DBE	$100 per day
Truck 2	Owned by DBE	$100 per day
Firm Y		
Truck 1	Leased from DBE	$110 per day
Truck 2	Leased from DBE	$110 per day

Firm Z

Truck 1	Leased from Non DBE	$125 per day
Truck 2	Leased from Non DBE	$125 per day
Truck 3	Leased from Non DBE	$125 per day
Truck 4	Leased from Non DBE	$125 per day
Truck 5	Leased from Non DBE*	$125 per day
Truck 6	Leased from Non DBE*	$125 per day

DBE credit would be awarded for the total transportation services provided by DBE Firm X and DBE Firm Y, and may also be awarded for the total value of transportation services by four (4) of the six (6) trucks provided by non-DBE Firm Z (not to exceed the value of transportation services provided by DBE-owned trucks).

Credit = 8 Trucks
Total Value of Transportation Services = $820

In all, full DBE credit would be allowed for the participation of eight (8) trucks (twice the number of DBE trucks owned and leased) and the dollar value attributable to the Value of Transportation Services provided by the 8 trucks.

* With respect to the other two trucks provided by non-DBE Firm Z, DBE credit could be awarded only for the fees or commissions pertaining to those trucks that DBE Firm X receives as a result of the lease with non-DBE Firm Z.

6. For purposes of this section, the lease must indicate that the DBE firm leasing the truck has exclusive use of and control over the truck. This will not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, provided the lease gives the DBE absolute priority for and control over the use of the leased truck. Leased trucks must display the name and identification number of the DBE firm that has leased the truck at all times during the life of the lease.

Data Collection: In accordance with 49CFR Section 26.11, all firms bidding on prime contracts and bidding or quoting subcontracts on federal-aid projects shall provide the following information to the Contract Engineer annually.

- Firm name
- Firm address
- Firm's status as a DBE or non-DBE
- The age of the firm and
- The annual gross receipts of the firm

The means of transmittal and the risk for timely receipt of this information shall be the responsibility of the bidder. However, the above information can be submitted by means of the Annual Gross Receipts Survey as required in the Prequalification/Certification application.

All bidders, including DBE prime Contractor bidders, shall complete and submit to the Contract Engineer the Subcontractor/Supplier Solicitation and Utilization Form C-48 for each bid submitted; to be received within ten (10) business days after the bid opening. Failure of bidders to submit this form in the time frame specified may be cause for disqualification of the bidder and rejection of their bid in accordance with the requirements of this Special Provision, the contract specifications, and VDOT Road and Bridge specifications.

O. Suspect Evidence of Criminal Behavior

Failure of a bidder, Contractor, or subcontractor to comply with the Virginia Department of Transportation Road and Bridge Specifications and these Special Provisions wherein there appears to be evidence of criminal conduct shall be referred to the Attorney General for the Commonwealth of Virginia and/or the FHWA Inspector General for criminal investigation and, if warranted, prosecution.

Suspected DBE Fraud

In appropriate cases, VDOT will bring to the attention of the U. S. Department of Transportation (USDOT) any appearance of false, fraudulent, or dishonest conduct in connection with the DBE program, so that USDOT can take the steps, e.g., referral to the Department of Justice for criminal prosecution, referral to the USDOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules provided in 49CFR Part 31.

P. Summary of Remedies for Non-Compliance with DBE Program Requirements

Failure of any bidder\Contractor to comply with the requirements of this Special Provision for Section 107.15 of the Virginia Road and Bridge Specifications, which is deemed to be a condition of bidding, or where a contract exists, is deemed to constitute a breach of contract shall be remedied in accordance with the following:

1. Disadvantaged Business Enterprise (DBE) Program Requirements

The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award, administration, and performance of this contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which will result in the termination of this contract or other such remedy, as VDOT deems appropriate.

All administrative remedies noted in this provision are automatic unless the Contractor exercises the right of appeal within the required timeframe(s) specified herein.

2. DBE Program-Related Certifications Made by Bidders\Contractors

Once awarded the contract, the Contractor shall comply fully with all regulatory and contractual requirements of the USDOT DBE Program, and that each certified DBE firm participating in the contract shall fully perform the designated work items with the DBE's own forces and equipment under the DBE's direct supervision, control, and management. Where a contract exists and where the Contractor, DBE firm, or any other firm retained by the Contractor has failed to comply with federal or VDOT DBE Program regulations and/or their requirements on that contract, VDOT has the authority and discretion to determine the extent to which the DBE contract requirements have not been met, and will assess against the Contractor any remedies available at law or provided in the contract in the event of such a contract breach.

3. Disqualification of Bidder

Bidders may be disqualified from bidding for failure to comply with the requirements of this Special Provision, the contract specifications, and VDOT Road and Bridge Specifications.

4. Bidding Procedures

The failure of a bidder to submit the required documentation within the timeframes specified in the **Contract Goal, Good Faith Efforts Specified** section of this Special Provision may be cause for rejection of that bidder's bid. If the lowest bidder is rejected for failure to submit required documentation in the specified time frames, the Department may either award the work to the next lowest bidder, or re-advertise and construct the work under contract or otherwise as determined by the Commonwealth.

In order to award a contract to a bidder that has failed to meet DBE contract goal requirements, VDOT will determine if the bidder's efforts were adequate good faith efforts, and if given all relevant circumstances, those efforts were to the extent a bidder actively and aggressively seeking to meet the requirements would make. Regardless of the DBE contract goal participation level proposed by the bidder or the extent of good faith efforts shown, all bidders shall timely and separately file their completed and executed Forms C-111, C-112, C-48, and Form C-49, as aforementioned, or face potential bid rejection. If a bidder does not submit it's completed and executed C-111, or C-112, when required by this Special Provision, the bidder's bid will be considered non-responsive and may be rejected. If, after reconsideration, the Department determines the bidder has failed to meet the requirements of the contract goal and has failed to make adequate good faith efforts to achieve the level of DBE participation as specified in the bid proposal, the bidder's bid will be rejected. If sufficient documented evidence is presented to demonstrate that the apparent low bidder made reasonable good faith

efforts, the Department will award the contract and reduce the DBE requirement to the actual commitment identified by the lowest successful bidder at the time of its bid. The Contractor is encouraged to seek additional participation during the life of the contract.

If the Contractor fails to conform to the schedule of DBE participation as shown on the progress schedule, or at any point at which it is clearly evident that the remaining dollar value of allowable credit for performing work is insufficient to obtain the scheduled participation, the Contractor and any aforementioned affiliates may be enjoined from bidding for 60 days or until such time as conformance with the schedule of DBE participation is achieved. In such instances, the Contractor is expected to seek DBE participation towards meeting the goal during the prosecution of the contract.

If the Contractor fails upon completion of the project to meet the required participation, the Contractor and any prime contractual affiliates, as in the case of a joint venture, may be enjoined from bidding as a prime Contractor, or participating as a subcontractor on VDOT projects for a period of 90 days.

Prior to enjoinment from bidding or denial to participate as a subcontractor for failure to comply with participation requirements, as provided hereinbefore, the Contractor may submit documentation to the State Construction Engineer to substantiate that failure was due solely to quantitative underrun(s) or elimination of items subcontracted to DBEs, and that all feasible means have been used to obtain the required participation. The State Construction Engineer upon verification of such documentation shall make a determination whether or not the Contractor has met the requirements of the contract.

If it is determined that the aforementioned documentation is insufficient or the failure to meet required participation is due to other reasons, the Contractor may request an appearance before the Administrative Reconsideration Panel to establish that all feasible means were used to meet such participation requirements. The decision of the Administrative Reconsideration Panel shall be administratively final. The enjoinment period will begin upon the Contractor's failure to request a hearing within the designated time frame or upon the Administrative Reconsideration Panel's decision to enjoin, as applicable.

5. Verification of DBE Participation and Imposed Damages

If the Contractor fails to comply with correctly completing and submitting any of the required documentation requested by this provision within the specified time frames, the Department will withhold payment of the monthly progress estimate until such time as the required submissions are received by VDOT. Where such failures to provide required submittals or documentation are repeated the Department will move to enjoin the Contractor and any prime contractual affiliates, as in the case of a joint venture, from bidding as a prime Contractor, or participating as a subcontractor on VDOT projects until such submissions are received.

In addition to the remedies described heretofore in this provision VDOT also exercises its rights with respect to the following remedies:

Suspect Evidence of Criminal Behavior

Failure of a bidder, Contractor, or subcontractor to comply with the Virginia Department of Transportation Road and Bridge Specifications and these Special Provisions wherein there appears to be evidence of criminal conduct shall be referred to the Attorney General for the Commonwealth of Virginia and/or the FHWA Inspector General for criminal investigation and, if warranted prosecution.

In appropriate cases, VDOT will bring to the attention of the U. S. Department of Transportation (USDOT) any appearance of false, fraudulent, or dishonest conduct in connection with the DBE program, so that USDOT can take the steps, e.g., referral to the Department of Justice for criminal prosecution, referral to the USDOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules provided in 49CFR Part 31.

General Decision Number: VA120020 04/20/2012 VA20

Superseded General Decision Number: VA20100112

State: Virginia

Construction Type: Highway

Counties: Alexandria*, Arlington, Clarke, Culpeper, Fairfax, Fairfax*, Falls Church*, Fauquier, Fredericksburg*, King George, Loudoun, Manassas Park*, Manassas*, Prince William, Spotsylvania, Stafford and Warren Counties in Virginia.

* INDEPENDENT CITIES

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Modification Number	Publication Date
0	01/06/2012
1	04/20/2012

* SUVA2010-010 02/01/2011

	Rates	Fringes

CARPENTER (STRUCTURE).....$ 18.55

CEMENT MASON/CONCRETE FINISHER...$ 19.00

ELECTRICIAN.....$ 42.06

FORM SETTER.....$ 18.76

IRONWORKER, REINFORCING.....$ 34.18

IRONWORKER, STRUCTURAL.....$ 17.95

LABORER

- **Asphalt Raker.....$ 15.85**
- **Blaster.....$ 35.00**
- **Construction Worker I**
  (Skilled Laborer).....$ 14.41
- **Construction Worker II**
  (Laborer).....$ 13.54
- **Fence Erector.....$ 10.60**
- **Flagger.....$ 13.64**
- **Grade Checker.....$ 14.00**
- **Guardrail Erector.....$ 26.00**
- **Pipe Layer.....$ 19.00**
- **Power Tool Operator.....$ 15.00**
- **Sign Erector.....$ 15.00**

PAINTER.....$ 16.13

POWER EQUIPMENT OPERATOR:

Air Compressor.....$ 15.18

Asphalt Distributor.....$ 17.50

Asphalt Paver.....$ 16.50

Backhoe.....$ 20.59

Boom/Auger.....$ 18.50

Bulldozer (Utility).....$ 17.00

Bulldozer.....$ 20.40

Concrete Finisher Machine...$ 18.35

Concrete Saw.....$ 15.00

Crane, Derrick, Dragline

(1 cm & under).....$ 24.00

Crane, Derrick, Dragline

(over 1 cm).....$ 20.00

Crusher Tender.....$ 22.99

Drill Operator.....$ 14.00

Excavator (Gradall).....$ 18.00

Front End Loader (2 cm &

under).....$ 19.00

Front End Loader (over 2

cm).....$ 20.42

Hydro Seeder.....$ 16.50

Mechanic.....$ 21.00

Mobile Mixer.....$ 17.00

Motor Grader (Fine Grade)...$ 27.25

Motor Grader (Rough Grade)..$ 24.82

Pavement Marking Operator...$ 17.00

Pavement Marking Truck

Operator.....$ 13.45

Pavement Planing Groundman..$ 19.75

Pavement Planing Operator...$ 25.00

Pile Driver Operator.....$ 16.00

Roller (Finish).....$ 17.94

Roller (Rough).....$ 17.06

Slip-Form Paver.....$ 21.00

Slurry Seal Paver Machine...$ 12.00

Stone-Spreader.....$ 16.23

Tractor, Crawlers.....$ 17.31

Trenching Machine.....$ 19.00

Vacuum Machine.....$ 16.64

TRAFFIC SIGNALIZATION:

Traffic Signal Installation.....$ 21.16

TRUCK DRIVER

Fuel & Lubricant Service

Truck Driver.....$ 16.50

Truck Driver (Multi-Rear

Axle).....$ 18.00

Truck Driver (Single Rear

Axle).....$ 17.50

Truck Driver (Tandem Rear

Axle).....$ 15.97

Truck Driver, Heavy Duty

(7 c.y. & under).....$ 17.75

Truck Driver, Heavy Duty

(over 7 c.y.).....$ 19.00

Truck, Utility.....$ 11.80

WELDER.....$ 13.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The

first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

END OF GENERAL DECISION.