VDOT

Virginia Department of Transportation

REQUEST FOR PROPOSALS

A DESIGN-BUILD PROJECT

VIRGINIA CAPITAL TRAIL – PARK PHASE

From: 0.10 Miles E. Woodmill Drive
To: 0.22 Miles W. Rocky Hill Drive

Henrico County, Virginia

State Project No.: 0005-043-714, P101, R201, C501, B601-B608

Federal Project No.: STP-OC-5A27(189)

Contract ID Number: C00103665DB73

DATE: December 13, 2013

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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 Park Phase of the Virginia Capital Trail in Henrico 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 Part 1, Section 4.0. Additionally, the Offeror with the lowest bid will submit the Post Notice of Intent to Award Submittals consistent with Part 1, 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 Henrico County, Virginia and includes the design and construction of the Virginia Capital Trail from approximately 0.10 miles east of Wood Mill

Drive to 0.22 miles west of Rocky Hill Drive. The proposed Trail alignment proceeds north from Route 5 until it reaches Kinvan Road, where for approximately 0.10 miles the road shoulder will be widened for trail use. The Trail will proceed north and east through Dorey and Four Mile Run Parks, crossing under I-295 at Four Mile Creek, and then proceeds southward passing through the existing Four Mile Creek Park parking lot and tying back into the Varina Phase of the trail parallel to Route 5. The Trail will be a 10 foot wide strip of asphalt pavement throughout the Project limits unless otherwise noted in the RFP Conceptual Plans (such as the location of bridges) included in the RFP Information Package. The total length for the Park Phase of the Virginia Capital Trail is approximately 3.5 miles.

The Project includes, among other things, but not limited to: (a) Design plans for right of way acquisition and construction that are compliant with current VDOT standards; (b) verification of the other documents supplied as part of the RFP Information Package, such as the Geotechnical Engineering Data Report; (c) acquiring all environmental permits and approvals as required and fulfilling permit conditions; (d) compliance with the state and federal laws and regulations governing Threatened and Endangered Species; (e) right of way acquisition; (f) bridge substructure and superstructure construction; (g) drainage; (h) signing and pavement marking; (i) stormwater management; (j) erosion and sediment control; (k) utility relocation; (l) construction of the Project; (m) quality assurance and quality control for design, right of way acquisition and construction; and (n) overall Project Management 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) approved December 9, 2013. The FOPI is available for inspection upon request.

2.3 Estimate Contract Value

VDOT's current estimated contract value for this Project is approximately $5,500,000.

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	12/13/13
.2	Pre-Proposal Meeting w/ Offerors	12/19/13 (1:00PM prevailing local time)
.3	Utility Meeting w/ Offerors	12/19/13 (2:30PM prevailing local time)
.4	RFP Questions Due to VDOT	01/06/14 (4:00PM prevailing local time)

.5	VDOT responses to Questions or Clarifications	01/16/14
.6	Letter of Submittal & Price Proposal Due	02/06/14 (4:00PM prevailing local time)
.7	Open Letters of Submittal & Price Proposals	02/11/14 (9:00AM prevailing local time)
.8	Notice of Intent to Award	02/17/14
.9	CTB Approval/ Notice to Award	03/19/14
.10	Design-Build Contract Execution	04/16/14
.11	Notice to Proceed	04/16/14
.12	Interim Milestone	08/15/15
.13	Final Completion	10/30/15

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 Interim Milestone and Final Completion shall be no later than the dates set forth in Part 1, Section 2.4.1.

.2 If an Offeror proposes Interim Millstone and Final Completion dates earlier than those shown in Section 2.4.1 above, then such proposed dates 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 Stephen D. Kindy. 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:	Stephen D. Kindy, P.E.
Address:	Virginia Department of Transportation 1401 East Broad Street Annex Building, 8th Floor Richmond, VA 23219
Mailing Address:	1401 East Broad Street Richmond, VA 23219
Phone:	(804) 786-6016
Fax:	(804) 786-7221
E-Mail:	stephen.kindy@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 "Park Phase of the Virginia Capital Trail, Project No. 0005-043-714, P101, R201, C501, B601-B608".

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 (July 2013) 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

No deviations from the requirements of the RFP Documents will be valid unless they are set forth in an Addendum prior to receipt of the Offeror's Letter of Submittal.

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 Attachments to the Letter of Submittal, as well as its issuance of any Addendum, 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 Richmond District Office, 2430 Pine Forest Drive, Colonial Heights, in the District Auditorium.

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 Richmond District Office, 2430 Pine Forest Drive, Colonial Heights, in the District Auditorium.

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.).

4.1.6 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.

4.1.7 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.

4.1.8 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.

4.1.9 Provide a written statement within the Letter of Submittal that the Offeror is committed to achieving a six percent (6%) DBE participation goal for the entire value of the contract.

4.1.10 Provide a Final Completion Date. The proposed date herein shall be no later than the date set forth in Section 2.4.1. An earlier Final Completion date will be deemed by VDOT as the contractual completion date 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 Proposal for this Project. If more than one Proposal is submitted by an individual, partnership, Corporation, or any party of a Joint Venture, then all Proposals submitted by that individual, partnership, Corporation or Joint Venture shall be disqualified. If more than one Proposal is submitted by an affiliate or subsidiary company of an individual, partnership, Corporation or any party of a Joint Venture, then all Proposals 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 proposed team.

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 Letter of Submittal. 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) relevant projects that have completed construction in the last fifteen (15) years, focusing on what the Offeror considers most relevant in demonstrating the Lead Contractor's qualifications and were constructed by the Lead Contractor for this Project as identified in Section 4.1.6.

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 and responsibilities on this Project 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) relevant projects that have completed construction within the last fifteen (15) years, focusing on what the Offeror considers most relevant in demonstrating the Lead Designer's qualifications and were designed by the Lead Designer for this Project identified in Section 4.1.6.

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, a Cost Breakdown Summary in whole numbers and 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 three (3) calendar days of Notice of Intent to Award 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. The organizational chart should show a clear separation and independence of a contractual relationship of any kind with 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.

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 contractual relationship of any kind with the Quality Control (QC) firm unless the Design-Builder's firm is to self perform the QC and no involvement in construction operations (to include QC inspection and testing) for the Project. The QAM 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 Environmental Quality (DEQ) 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. Note that effective July 1, 2013 the administration of the Virginia Erosion and Sediment Control and Stormwater Management regulatory programs was transferred from the Virginia Department of Conservation and Recreation to the Virginia Department of Environmental Quality. Current active RLD Certifications issued by DCR are still valid.

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 six percent (6%) will be met for the entire value of the contract.

4.4.5 Provide a Proposal Schedule for the entire Project outlining the Offeror's proposed plan to accomplish the Work. The Proposal Schedule submission should include:

.1 **Proposal Schedule:** The Proposal Schedule should depict the Offeror's proposed overall sequence of work, and times during each work task and deliverable required to complete the Project will be accomplished. The Proposal Schedule should be organized using a hierarchical Work Breakdown Structure (WBS), broken down into major phases of the Project (i.e. project milestones, project management, Scope Validation Period, design, public involvement, environmental, right-of-way, utility, and construction, etc.) The Proposal Schedule should depict the anticipated project critical path (based on the longest path), reviews by Department, FHWA, other regulatory agencies; and work by suppliers, subcontractors, and other involved parties, as applicable.

.2 **Proposal Schedule Narrative:** A Proposal Schedule Narrative describing the Offeror's proposed overall plan to accomplish the Work including, but not limited to the overall sequencing, a description and explanation of the Critical Path, proposed means and methods, and other key assumptions on which the Proposal Schedule is based.

In addition to hard copy, the Offeror shall provide "PDF" copies of the Proposal Schedule and narrative; as well as a back-up copy of the Proposal Schedule's source document in any of the following electronic file formats: "XER", "PRX","MPP", or "MPX", on a CD-ROM. Offerors are to note that in addition to the Proposal Schedule, the Design-Builder will develop and submit a Preliminary Schedule and a Baseline Schedule in accordance with Part 3, Section 11.1.

4.4.6 Provide a Schedule of Items for the Price Proposal utilizing the Schedule of Items Form attached hereto as Attachment 4.4.6. This Schedule of Items shall identify the material quantities and costs of each proposed pay item that make up the total Contract Price. The material quantities and costs listed for each proposed pay item 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 pay item 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 monthly earnings schedule on which funds will be required.

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.
- The Letter of Submittal Checklist and Form C-78 shall be provided in the front of the Letter of Submittal

Except for charts, schedules, Work History Forms, 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. The Price Proposal Checklist shall be provided in the front of the Price Proposal

6.2.4 A sealed parcel containing the Post Notice of Intent to Award Submittals shall be submitted by the due date and time set forth in Part 1, Section 2.3.1. The Successful Offeror shall deliver one (1) paper copy of the Post Notice of Intent to Award Submittals, excluding the Escrow Proposal Documents, and one (1) CD-ROM containing the entire Post Notice of Intent to Award Submittals, excluding the Escrow Proposal Documents 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 Submittals 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) calendar 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 4.4 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:

- Woolpert, Inc.
- Cultural Resources, Inc.
- Williamsburg Environmental Group

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

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

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

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

Culpeper District
1601 Orange Road

Richmond District
2430 Pineforest Drive

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

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 four (4) individuals.

11.7 Escrow 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: Charles Henderson
919 East Main Street, 7th Floor
Richmond, Virginia 23219
(804) 782-7087

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-RFP (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 4.4.6	--	SCHEDULE OF ITEMS FORM
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
VIRGINIA CAPITAL TRAIL – PARK PHASE
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:

STEPHEN D. KINDY, P.E.
VIRGINIA DEPARTMENT OF TRANSPORTATION
1401 EAST BROAD STREET
RICHMOND, VIRGINIA 23219
(804) 786-6016

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)**
		#	$
C00103665DB73	0005-043-714, P101, R201, C501, B601-B608		

FOR DEPARTMENTAL USE ONLY

RFP PACKAGE MAILED_____ MAILED BY_____
TO BE MAILED_____ CHECKED BY_____

ATTACHMENT 3.4

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

RFP NO. **C00103665DB73**

PROJECT NO.: **0005-043-714, P101, R201, C501, B601-B608**

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 December 13, 2013 – RFP
   (Date)
2. Cover letter of _____
   (Date)
3. Cover letter of _____
   (Date)

_____ SIGNATURE

_____ DATE

ATTACHMENT 4.0.1.1

Virginia Capital Trail – Park Phase

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	Page Reference
Letter of Submittal Checklist and Contents	Attachment 4.0.1.1	Section 4.0.1.1	
Acknowledgement of RFP, Revisions, and/or Addenda	Attachment 3.4 (Form C-78-RFP)	Sections 3.4; 4.0.1.1	
Letter of Submittal	NA	Sections 4.1	
Letter of Submittal on Offeror's letterhead	NA	Section 4.1.1	
Offeror's full legal name and address	NA	Section 4.1.1	
Authorized representative's original signature	NA	Section 4.1.1	
Declaration of intent	NA	Section 4.1.2	
120 day declaration	NA	Section 4.1.3	
Point of Contact information	NA	Section 4.1.4	
Principal Officer information	NA	Section 4.1.5	
Offeror's Corporate Structure	NA	Section 4.1.6	
Full Legal Name of Lead Contractor and Lead Designer	NA	Section 4.1.7	
Offeror's VDOT prequalification information	NA	Section 4.1.8	
DBE statement confirming Offeror is committed to achieving the required DBE goal	NA	Section 4.1.9	
Interim Milestone and Final Completion Date(s)	NA	Section 4.1.10	

ATTACHMENT 4.0.1.1

Virginia Capital Trail – Park Phase

LETTER OF SUBMITTAL CHECKLIST AND CONTENTS

Letter of Submittal Component	Form (if any)	RFP Part 1 Cross Reference	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	
Certification Regarding Debarment Forms	Attachment 4.2.2(a) Attachment 4.2.2(b)	Section 4.2.2	
Offeror's VDOT prequalification information	NA	Section 4.2.3	
Evidence of obtaining bonding	NA	Section 4.2.4	
Full size copies of DPOR licenses and SCC registrations	NA	Section 4.2.5	
SCC registration information - businesses	Attachment 4.2.5	Section 4.2.5.1	
DPOR registration information - businesses	Attachment 4.2.5	Section 4.2.5.2	
Lead Contractor Work History Form	Attachment 4.2.6(a)	Section 4.2.6	
Lead Designer Work History Form	Attachment 4.2.6(b)	Section 4.2.6	

ATTACHMENT 4.0.1.2

DESIGN-BUILD PRICE PROPOSAL CHECKLIST

Project Name: Virginia Capital Trail – Park Phase
Contract ID Number: C00103665DB73

- 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 4.3.4(a) and 4.3.4(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. 0005-043-714, P101, R201, C501, B601-B608

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(b)
CERTIFICATION REGARDING DEBARMENT
LOWER TIER COVERED TRANSACTIONS

Project No.: 0005-043-714, P101, R201, C501, B601-B608

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 4.2.2(a)
CERTIFICATION REGARDING DEBARMENT
PRIMARY COVERED TRANSACTIONS

Project No.: 0005-043-714, P101, R201, C501, B601- B608

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 4.2.5

State Project No. 0005-043-714, P101, R201, C501, B601-B608

SCC and DPOR Information

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 pricing information for the items below, the dollars amount shall be in whole numbers:

Price Proposal Cost Breakdown Summary;

Design Services, LS	$_____
Mobilization (Construction), LS	$_____
Quality Assurance (QA) (Construction), LS	$_____
Quality Control (QC) (Construction), LS	$_____
Earthwork, LS	$_____
Roadway Incidentals, LS	$_____
Bridge (Structures), LS	$_____
Drainage (Structures), LS	$_____
Utilities, LS	$_____
Pavement, LS	$_____
Permanent Traffic Control/Signage, LS	$_____
Maintenance of Traffic, LS	$_____
All Others Costs, LS	$_____

Proposal Price; (Specify the Total Lump Sum price in both numbers and words, this price shall **equal** to the total sum of the items listed above)

Lump Sum (LS): _____

_____ ($_____)

Signature: _____ Date: _____

Design-Builder: _____

Vendor No.: _____

Form C-104
Rev. 7-13-05

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

PROJECT:

FHWA:

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
_____	_____
_____	_____
_____	_____

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. _____

FHWA NO. _____

*** * * 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 $ _____ x REQUIRED DBE _____ % = $ _____

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_____

PROJECT NUMBER_____

FHWA NUMBER_____

DISTRICT_____

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**_____

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_____

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_____

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_____

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_____

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. 0005-043-714, P101, R201, C501, B601-B608

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 4.4.6

State Project 0005-043-714, P101, R201, C501, B601-B608

SCHEDULE OF ITEMS

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 by the Offeror. 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.

Activity ID [1]	Work Package Description [2]	Fuel (F) or Price (P) Adjustment	VDOT Item Number [3]	VDOT Material Item Description [3]	Quantity	Unit	Budgeted Cost ($)

[1] Activity ID should correspond to the Activity ID provided in the Offeror's Proposal Schedule.

[2] Work Package Description should correspond to the Work Package designation included in the Offeror's Proposal Schedule.

[3] VDOT Item Number and Description should correspond to VDOT's Standard and Non-Standard Item Code Tables, as provided on VDOT's Construction (Scheduling and Contracts) webpage.

ATTACHMENT 11.7.1

ESCROW PROPOSAL DOCUMENTS CHECKLIST

Project Name: Virginia Capital Trail – Park Phase
Contract ID Number: C00103665DB73

- 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 **December 13, 2013** ("RFP") for the completion of the **Virginia Capital Trail – Park Phase**, in **Henrico 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: Stephen D. Kindy

If to Escrow Agent:

Sun Trust Bank
919 East Main St., 7th Floor
Richmond, VA 23219
Attention: Charles Henderson

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))*	

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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 Henrico County, Virginia and includes the design and construction of the Virginia Capital Trail from approximately 0.10 miles east of Wood Mill Drive to 0.22 miles west of Rocky Hill Drive. The proposed trail alignment proceeds north from Route 5 until it reaches Kinvan Road where for approximately 0.10 miles the road shoulder will be widened for trail use. The Trail will proceed north and east through Dorey and Four Mile Run Parks, crossing under I-295 at Four Mile Creek, and then proceeds southward passing through the existing Four Mile Creek Park parking lot and tying back into the Varina Phase of the Trail parallel to Route 5. The total length for the Park Phase of the Virginia Capital Trail is approximately 3.5 miles. It is noted that the description and length are approximate only and are based on the conceptual plans shown in the RFP Information Package. The final Project length may vary depending on the Design-Builder's final design; however, any change in the project limits requires approval by VDOT.

A conceptual design has been developed and made available for public review via a Design Public Hearing held on October 10, 2013. The major design features of the Project were approved by the Chief Engineer on December 5, 2013. The conceptual design contained in the RFP Information Package reflects a basic line, grade, typical sections, major cross drainage pipes, and conceptual bridge plans. These elements are considered to be the basic Project configuration. The Design- Builder is responsible for final design in accordance with the Contract Documents.

1.2 Anticipated Scope of Work

The anticipated scope of work to be undertaken by the Design-Builder under the Design-Build contract for this Project will include, but is not limited to:

- Survey
- Developing and completing the design of all aspects of the Project
- Acquiring the necessary environmental permits
- Acquiring rights of way
- Coordinating and performing, or causing to be performed, required utility relocations, additions, and adjustments
- Roadway construction
- Milling and overlaying and/or building up of existing pavement
- Bridge construction
- Guardrail/barrier

- Signs and sign structures
- Traffic maintenance and management during all phases of construction
- Pavement markers and markings
- Storm drainage
- Erosion and Sediment Control
- Stormwater management
- Quality Assurance and Quality Control for design and construction
- Stakeholder coordination and public outreach
- Overall Project management and coordination with other active construction projects in the vicinity.

Descriptions and technical requirements of the anticipated work are set forth in Part 2, Section 2.

1.3 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, those services necessary to produce Multi-use Trail, roadway and bridge construction plans relative to the technical disciplines listed in Part 2, Section 1.2 above. Other data collection and technical studies anticipated include, but are not necessarily limited to: geotechnical investigation, borings and analysis, materials analysis, pavement 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.

1.4 Anticipated Environmental Services

The Design-Builder shall carry out environmental commitments during design and construction, as applicable, as identified in the Categorical Exclusion (CE) dated September 12, 2013; the Preliminary Plans, the Specifications, and Estimates (PS&E) Re-evaluation Authorization (EQ-200); and the Preliminary Environmental Certification/Commitments Checklist (EQ-103). All commitment compliance shall be supported by the appropriate documentation, to be provided by the Design-Builder to the VDOT Project Manager. Further details are provided in Section 2.4.

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

Any changes in scope or project footprint from that contained in the Contract Documents proposed by the Design-Builder, which are acceptable to VDOT, may require additional environmental technical studies and analysis to be performed by the Design Builder at their cost. VDOT will be responsible for the coordination of any NEPA document re-evaluations with FHWA. The Design-Builder shall then carry out any additional environmental commitments that result from such coordination at its sole expense and at no additional cost and/or time delays to the Project.

1.5 Anticipated Right of Way and Utilities

The Offeror's conceptual design included in its Proposal shall be wholly contained within the right of way limits shown on the RFP Conceptual Plans, with the exception of temporary construction, permanent drainage, and utility easements (other than permanent drainage easements for stormwater management facilities). Utility easements have not yet been identified or shown on the RFP Conceptual Plans. Deviations from the proposed right of way limits shown on the RFP Conceptual Plans will be subject to VDOT approval in accordance with Part 1 (Instruction to Offerors), Sections 2.7 and 2.8. For rights of way owned by Henrico County a Memorandum of Agreement with Henrico County for the conveyance of rights of way to VDOT for the construction of the Trail has been prepared and will be executed before Notice to Proceed is issued to the Successful Offeror.

The Design-Builder's final design shall also be contained within the right of way limits shown on the RFP Conceptual Plans, with the exception of temporary construction, permanent drainage, and utility easements (other than permanent drainage easements for stormwater management facilities) and where minor adjustments are required during the final design process, and only after approval by VDOT. If the Design-Builder proposes significant change to the right of way limits shown on the RFP Conceptual Plans, then this shall be consider a deviation of the Contract Documents and shall be addressed as described in Part 2, Section 2.0.

The Design-Builder's services shall include all work necessary for right of way acquisitions and to perform utility coordination, relocations, and/or adjustments as required by the Project. All right of way acquisition costs (compensation paid to landowners for right of way or permanent easement) will be paid by VDOT, and shall not be included in the Offeror's Price Proposal. All costs for utility relocations, excluding betterments, shall be included in the Offeror's Price Proposal. 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. Betterments must be requested by and/or approved by the affected utility owner and must meet Buy America requirements as described in Part 5, Exhibit 102.05(g.1) Use of Domestic Material.

1.6 Anticipated Construction Services

The construction services to be undertaken by the Design-Builder for this Project are anticipated to include, but are not limited to: earthwork, Multi-use Trail, roadway, bridge and structures (including all necessary excavation, foundation work, substructure work, and superstructure work), the demolition and removal of portions of the existing pavements, milling

and overlaying or building up of existing pavement, drainage, utility coordination, transportation management plan, traffic control devices, erosion and sediment control, and compliance with all environmental requirements, commitments and permit conditions, as described in Part 2, Section 2 of this RFP. 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 Part 2, Section 2.14.2.

1.7 Coordination with Active Construction Projects

The Design-Builder shall be responsible for coordinating with contractors of other active construction projects in the vicinity of the Park Phase of the Virginia Capital Trail Project in accordance with Section 3.6 of Part 4. The Design-Builder shall organize and conduct joint meetings (to which VDOT shall be invited) on a quarterly basis at a minimum, or as requested by VDOT. The ultimate purpose of these meetings is to facilitate achievement of the Virginia Capital Trail Project construction program milestones. It is expected that progress milestones will be jointly developed and mutually agreed to by the Design-Builder and Contractor for the project listed below.

Varina Phase of the Virginia Capital Trail
Location: From the Almond Creek Bridge to approximately 0.10 miles east of Wood Mill Drive and approximately from 0.16 miles west of Four Mile Creek to approximately 0.14 miles west of Long Bridge Road
Project No.: 0005-043-714, P101, R201, C501 (UPC # 86280)
Status: Design-Build contract was awarded in January 2013
VDOT Contact: David A. Steele, P.E. (804) 441-3490
David.Steele@VDOT.Virginia.gov

2.0 PROJECT TECHNICAL INFORMATION & REQUIREMENTS

The Offeror's proposed conceptual design shall meet all requirements of the RFP. Any proposed deviations from the requirements of the RFP Documents by the Offerors shall be in accordance with Part 1 (Instruction to Offerors), Sections 2.7 and 2.8.

The Design-Builder's final design shall meet or exceed all requirements included in the Contract Documents, except under the following conditions. If the Design-Builder proposes any deviation that results in a modification to the Contract Documents then the Design-Builder shall follow the Value Engineering Proposals (VEP) process as described in Section 104.02 of Division I Amendments to the Standard Specifications (Part 5) (even though the proposed deviations may not qualify as a VEP), unless otherwise directed by VDOT. Ultimately, any modification to the Contract Documents requires VDOT approval.

2.1 References and Information

The design 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 version of the documents listed herein as of the date of the RFP or latest Addenda. 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 to VDOT for review and approval prior to inclusion in the Contract Documents.

The VDOT 2007 Road and Bridge Specifications, and its associated Special Provision Copied Notes, 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 Part 3, Articles 6 and 7, Part 4, Article 6, and 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 not provided to the Offerors in the RFP Information Package, but these items are to be used as manuals for design and construction. Items listed in (c) are included in the RFP Information Package.

(a) Standards and Specifications

- AASHTO Design Standards
- VDOT Road Design Manual
- VDOT Road and Bridge Standards
- VDOT Road and Bridge Specifications
- VDOT Instructional and Informational Memorandum (IIM)
- VDOT Minimum Standards of Entrances to State Highways
- TRB Highway Capacity Manual

(b) Reference Manuals

- VDOT Drainage Manual (including current Errata Sheet)
- VDOT Hydraulic Design Advisories (all current)
- VDOT Stormwater Program Advisories (all current)
- VDOT CADD Manual (Version 2009)

- VDOT Minimum Requirements for QA/QC on Design Build and PPTA Projects, January 2012
- VDOT Guardrail Installation Training Manual (GRIT) May 2011
- VDOT Instructional & Information Memorandums (I&IM) All Divisions
    - Location and Design Division
    - Structure and Bridge Division
    - Traffic Division
    - Materials Division
- VDOT Policy Manual for Public Participation in Transportation Projects
- VDOT Road and Bridge Standards, Vol. 1 and Vol. 2 (2008) including all revisions
- VDOT Road Design Manual, Vol. I
- Commonwealth of Virginia Survey Manual
- VDOT Traffic Engineering Design Manual
- Field Guide for Partnering for VDOT Projects
- Guidelines for the Installation of In-Roadway Warning Lights
- Guidelines for the Installation of Marked Crosswalks
- VDOT Materials' Approved Lists
- VDOT Manual of Instructions for the Materials Division
- VDOT Materials' Virginia Test Methods
- VDOT Post Construction Manual
- VDOT 2007 Road and Bridge Specifications, including all revisions
- VDOT 2007 Road and Bridge Specification, Project Spec Guide
- VDOT Construction Manual
- Manual of Uniform Traffic Control Devices (MUTCD) (2009)
- Virginia Supplement to MUTCD (2011)
- VDOT Virginia Work Area Protection Manual (2011)
- VDOT Structure and Bridge Manuals; Volume V – series
- VDOT Modifications to AASHTO LRFD Bridge Design Specifications
- Procedures for Inventory and Inspection of Traffic Control Device Structures, 2006
- VDOT Right of Way Manual of Instruction (January 2011)
- VDOT Utilities Manual of Instruction (January 2011)
- VDOT Current Land Use Permit Manual
- VDOT Guidelines for 1993 AASHTO Pavement Design, Revised – May 2003
- VDOT Construction Inspection Manual (April 2008)
- VDOT Design-Build Template Part 3, 4 and 5 Documents (May 2010)
- Access Board Revised Draft Guidelines for Accessible Public Rights-of-Way (November 2005)
- AASHTO Guide for the Development of Bicycle Facilities, 2012
- AASHTO A Policy on Geometric Design of Highways and Streets, 2011
- AASHTO A Policy on Design Standards Interstate System, January 2005
- AASHTO Roadside Design Guide, Fourth Edition, 2011 (updated Chapter 6)
- AASHTO LRFD Bridge Design Specifications, 6th Edition, 2012

- AASHTO LRFD Guide Specifications for Design of Pedestrian Bridges, 2nd Edition, 2009
- AASHTO Minimum Requirements for Design level Geotechnical Investigations, 2004
- AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaries, and Traffic Signals, 3rd 1994
- AASHTO Guide for Design of Pavement Structures (Rigid Pavement and Flexible Pavement) (1993 Edition)
- AASHTO Guide for Protective Screening of Overpass Structures (1990)
- USDOT FHWA Standard Highway Signs
- National Electric Code (NEC) latest adopted edition
- National Electric Safety Code (NESC) latest edition
- DCR Virginia Stormwater Management Handbook, Volume I and II (First Edition – 1999)
- DCR Virginia Erosion and Sediment Control Handbook (Third Edition – 1992)
- American Water Works Associations Standards
- Americans with Disabilities Act Accessibility Guidelines for State and Local Government Facilities
- Transportation Research Board Highway Capacity Manual (2000)
- 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
- Special Provision for Minimum Requirements for QA & QC for Design-Build and PPTA Projects, dated January 25, 2010
- Guideline for Planting Along Virginia's Roadways dated March 2007
- Chief Engineer's Memo for Guidance for Planting in the Clear Zone and Landscaping for VDOT Projects dated November 2, 2000
- Guidelines for Context Sensitive Solutions/Design dated February 25, 2004
- FHWA 23 CFR 752 Landscaping and Roadside Development
- Special Provision Copied Note for Personnel Requirements for Work Zone Traffic Control (12/2/09)

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

Division 1: General Provisions

- SPCN c100ai03 General Project Requirements, Supplemental Specifications (SSs), Special Provisions (SPs) and Special Provision Copied Notes (SPCNs), 12-1-2011 (SPCN)
- Special Provision for Project Communication and Decision Making for Design-Build Projects, January 3, 2005c, Reissued August 2009
- Special Provision for Section 105.02 – Plans and Working Drawings, June 13, 2007
- Special Provision for Volatile Organic Compounds (VOC) Emissions Control Areas (S107E02-0910), August 12, 2010

- 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
- SPCN c105hf1-0309 Subcontracting, December 19, 2008

Division 2: Materials

- SPCN c211fg0-0708 Surface and Intermediate Mixes Using RAP, September 24, 2007, reissued July 2008
- Special Provision for Density Control of Embankments and Backfill, September 6, 2002, Revised November 26, 2006
- Special Provision for Elastic Inclusion for Design-Build Projects, November 24, 2009
- SS21107-0211 Supplemental Section 211 – Asphalt Concrete, October 2010
- SS21201-0908 Supplemental Section 212 – Joint Materials, January 17, 2008
- SS21402-0908 Supplemental Section 214 – Hydraulic Cement, January 28, 2008
- SS21501-0908 Supplemental Section 215 – Hydraulic Cement Concrete Admixtures, January 28, 2008
- SS21704-0610 Supplemental Section 217 – Hydraulic Cement Concrete, April 12, 2010
- SS22401-0908 Supplemental Section 224 – Castings, November 15, 2007
- SS23802-0609 Supplemental Section 238 – Electrical and Signal Components, March 4, 2008
- Special Provision for Design-Build Tracking (DBT) Numbers for Design Build Projects, December 8, 2009
- SS31507-1211 Supplemental Section 315 – Asphalt Concrete Placement, July 19, 2011
- Special Provision for Lime Modification of Soils for Design-Build Projects, November 23, 2009
- SS30601-0609 Supplemental Section 306 – Lime Stabilization, October 2, 2008
- Special Provision for Nontracking Tack Coat Design-Build Projects, December 7, 2009
- Special Provision for Sidewalks, Steps, and Handrails, March 30, 2011

Division 3: Roadway Construction

- SPCN c302h00-0708 Precast Drainage Structures, January 14, 2008
- Special Provision for Section 301 – Clearing and Grubbing, November 15, 2006
- Special Provision for Section 302.03(a)1 – Jack and Bore for Design-Build Projects, October 13, 2009
- Special Provision for Section 302.03(a)3 – Micro Tunneling for Design-Build Projects, September 14, 2009
- Special Provision for Flowable Backfill (S302G02-0610), March 11, 2010
- Special Provision for Restoring Existing Pavement (S302B00-0708), January 14, 2008c

- Special Provision for Section 315 – Asphalt Concrete Pavement Design Build Projects, November 25, 2009
- Special Provision for Rideability of Stone Matrix Asphalt Concrete Pavement (Section 317), Revised June 28, 2012
- Special Provision for Pipe Culvert Replacement or Rehabilitation, March 26, 2008
- Special Provision for Right of Way Monumentation and Final Boundary Stakeout, December 2, 2009aSpecial Provisions for Powder Coating, August 14, 2009
- SS30203-0412 Supplemental Section 302 – Drainage Structures, January 24, 2012
- SS30505-0911, Supplemental Section 303 – Earthwork, May 20, 2011c
- SS31704-1210 Supplemental Section 317 – Stone Matrix Asphalt (SMA), October 13, 2010
- SS23202-1210 Supplemental Section 232 – Pipe and Pipe Arches, July 29, 2010

Division 4: Bridges and Structures

- Special Provision for Dynamic Pile Testing for Friction Piles for LRFD for Design-Build and PPTA Contracts, December 10, 2009

Division 5: Incidental Construction

- Special Provision for Section 514- Field Office, Design-Build Projects, November 24, 2009
- Special Provision for Work Zone Traffic Control Management Design-Build Projects, January 14, 2008. revised November, 2009
- Special Provision for Cold Planing (Milling) Asphalt Concrete Operations (S515B02-12) , October 1, 2012
- SS51202 Supplemental Section 512 – Maintaining Traffic Design-Build Projects, December 2, 2009
- SS51505 Supplemental Section 515, Planing or Milling Pavement, September 27, 2011
- SS52200 Supplemental Section 522 – Partnering Design Build Projects, December 2, 2009, revised June 1, 2012

Division 6: Not Used

Division 7: Traffic Control Devices

- SS51202-0909 Supplemental Section 512 – Maintaining Traffic for Design-Build Projects, December 2, 2009
- SS70101-0609 Supplemental Section 701 – Traffic Signs, January 22, 2009
- Special Provision for Section 700 – General for Design-Build Projects, December 4, 2009
- Special Provision for Section 701 – Traffic Signs for Design-Build Projects, December 4, 2009

- Special Provision for Section 701 – Delineators for Design-Build Projects, December 4, 2009
- Special Provision for Section 704 – Pavement Markings and Markers for Design-Build Projects, December 4, 2009
- SS70003-0609 Supplemental Section – 700 General for Design-Build Projects, December 4, 2009
- Special Provision for Section 703 – Traffic Signals, August 2, 2012
- SS70301-0609 Supplemental Section 703 – Traffic Signals, January 6, 2009
- Special Provision for Modify Existing Controller Cabinet, August 1, 2012
- SS70301-0609 Supplemental Section 703 – Traffic Signals, April 1, 2013

Other – Environmental

- Special Provision for Bridge Construction and Controlled Burial Within Environmentally Sensitive Area - November 5, 2013

Other – Landscaping

- Special Provision for Bicycle Rack – November 15, 2013
- Special Provision for Concrete Picnic Table – November 15, 2013
- Special Provision for Trash Receptacle – November 15, 2013
- Special Provision for Section 504 Sidewalks, Steps and Handrails – November 15, 2013
- Special Provision for Steel BBQ Grill – November 15, 2013
- Special Provision for Granite Site Work – November 15, 2013
- Special Provision for Section 418 Timber Structures – November 15, 2013

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 2007 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. In accordance with Section 2.1.3 below, all deviations from AASHTO minimum specified design values shall be documented, justified, and approved by VDOT and FHWA.

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

of this RFP shall govern over both the Special Provisions and VDOT specifications, design standards and manuals.

2.1.2 RFP Information Package

An RFP Information Package is available for interested Offerors on CD for $50. Interested Offerors should complete the RFP Information Package Order From included as Attachment 2.6 of Part 1. The RFP Information Package includes the following:

- RFP Conceptual Plans including electronic reference files
- Survey Files
- Geotechnical Engineering Data Report
- Design Approval
- Design Waivers
- Environmental
    - Categorical Exclusion completed September 12, 2013
    - Preliminary Document Reevaluation for PSE Authorization (EQ-200) dated November 14, 2013
    - Preliminary Environmental Certification /Commitments Checklist (EQ-103) dated November 8, 2013
    - VDOT/VDHR Correspondence
    - VDOT/FHWA Correspondence
    - Map of County Parks
    - Maps Showing Battlefield Boundaries
    - Map of Historic Properties
    - Center for Conservation Biology Virginia Eagles Nest Locator dated 9/11/13
    - VDGIF Comments dated 9/17/12
    - VDCR-Division of Natural Heritage Comments dated 9/18/12
    - Preliminary Stream Crossings Map
    - Preliminary Stream Impacts Table
    - Preliminary Wetland Locations Map
    - Preliminary Wetland Impacts Table
    - VDOT Fish Plant and Wildlife Resources 2 Mile Buffer Report dated 9/11/13
    - VDOT Fish Plant and Wildlife Resources 2 Mile Buffer List dated 9/11/13
    - Habitat Assessment for Small Whorled Pogonia and Swamp Pink dated 1/16/13
    - Species Survey for Small Whorled Pogonia and Swamp Pink dated 9/9/13
    - James River Bald Eagle Summer Concentration Area Map dated 9/11/13
    - James River Bald Eagle Winter Concentration Area Map dated 9/11/13
    - USFWS Bald Eagle Concentration Areas Map dated 9/11/13
    - USFWS Official Species List dated 8/3/12
    - USFWS Species Conclusion Table dated 10/31/13
    - VDGIF VaFWIS Fish Impediment Map dated 10/31/13
    - VDGIF Initial Project Assessment Report List dated 10/31/13
    - VDGIF Initial Project Assessment Report Map dated 10/31/13

- VDOT FPWR Clearance Report date 10/31/13
- Hazardous Materials Report dated 9/26/13
- Air Report dated 10/29/13
- Noise Form dated 8/30/12

- Special Provisions, Special Provision Copied Notes and Supplemental Specifications
- Public Hearing Transcript
- Value Engineering Summary
- Preliminary Drainage Design and H&HA Report
- Bridge Transverse Section, Including Handrail Detail

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

2.1.3 Design Exceptions and Design Waivers

VDOT has not identified any design exceptions, with respect to the RFP Conceptual Plans.

VDOT has identified the following design waivers, with respect to the RFP Conceptual Plans, for which VDOT shall be responsible for obtaining approval:

- Design Waiver No. 1 details: The use of three foot graded shoulder width on each side of the trail pavement with downward side slopes of 3:1 or greater. Mitigation to be applied through use of safety fence/rail or additional shoulder widening at hazardous embankment height locations.

- Design Waiver No. 2 details: The use of profile grades in excess of 5%. Mitigation to be applied through use of straight horizontal alignment where possible and advisory/warning signs. Note that specific locations are identified in the Design Waiver and this is not intended to allow grades in excess of 5% in locations not explicitly shown in the current Design Waiver and RFP plans.

The Design-Builder shall be responsible for documenting and submitting any design exceptions and/or waivers with respect to its final design above and beyond those listed above. Where the Design/Builder alters the design elements that are subject of previously approved exceptions and/or waivers, then the Design/Builder shall update/revise and resubmit the applicable exception(s)/waiver(s) for review and approval. Additionally, in certain instances, the approved design waiver reports contain mitigation measures that must be implemented by the Design-Builder; however the Design-Builder is not required to improve the design element that is subject of the design waivers to eliminate the need for such waivers.

2.2 Trail and Other Roadway Improvements

The information contained in this section shall serve as the design criteria the Design-Builder is to apply for the design of the Project. Offerors are on notice that the entirety of the information contained in this section 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 deviations are the responsibility of the Design-Builder.

In addition to the Virginia Capital Trail improvements depicted on the RFP Conceptual Plans (contained in the RFP Information Package), the Design-Builder is also responsible for making necessary improvements to any existing roadways intersected by the proposed trail, including Kinvan Road.

2.2.1 Functional Classification

The Virginia Capital Trail is functionally classified as a Multi-use Trail. The VDOT geometric design standard that will be utilized for the Virginia Capital Trail will be the Shared Use Path standard in rolling terrain with a minimum design speed of 20 mph. The design shall adhere to the design standards for Shared Use Paths established in Section A-5 of the VDOT Road Design Manual and 2012 AASHTO Guide for the Development of Bicycle Facilities.

Kinvan Road is functionally classified as a Local Road. The VDOT geometric design standard that will be utilized for improvements to Kinvan Road will be the GS-4 standard with a minimum design speed of 30 mph, as established in Section A-1 of the VDOT Road Design Manual.

2.2.2 Proposed Improvements

The Project includes design, right of way acquisition and construction of the Park Phase of the Virginia Capital Trail as illustrated on the RFP Conceptual Plans included in the RFP Information Package. The Design-Builder shall design and construct the Trail within the proposed right of way and easements, as depicted in the RFP Conceptual Plans. The existing tree canopy shall be maintained to the greatest extent possible. Impacts to the tree canopy shall not exceed those associated with the alignment shown on the RFP Conceptual Plans unless otherwise approved in writing by the VDOT Project Manager. Adjusting the alignment of the Trail to avoid utilities, cultural resources, hydraulic features, environmental concerns, etc. is encouraged, however, the Design-Builder is solely responsible for any schedule delays and associated costs adjusting the alignment may cause.

The Park Phase of the Virginia Capital Trail will be ten (10) feet wide with three (3) feet wide graded shoulders on both sides. A two (2) percent cross slope shall be maintained in all locations, however, varying the direction of the cross slope is acceptable to facilitate drainage, as

necessary. All entrances shall be paved from the intersecting roadway edge of pavement to a minimum of five (5) feet beyond the outside edge of trail pavement to reduce the risk of raveling. It is noted that entrances may need to be extended past these limits to appropriately tie back into the existing entrance. The minimum horizontal curve radius of the trail alignment shall meet the standard for Shared Use Paths, as described in the VDOT Road Design Manual; however, the radii for curves at approaches to stop conditions may be reduced where necessary to reduce impacts.

All other requirements, including adherence to the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities as adopted by FHWA, and as set out in the VDOT Road Design Manual for Shared Use Paths and the AASHTO Guide for the Development of Bicycle Facilities, dated 2012, shall be met. The design of the Project will require coordination with representatives from FHWA and VDOT, as applicable.

The final design plans shall comply with the environmental and property owner constraints identified in the RFP Documents and RFP Conceptual Plans. The alignment of the Trail from the beginning of the Project to approximate Station 118+00 was set based on minimizing impacts to the environmentally sensitive areas and Civil War Earthworks. Any alignment deviations proposed by the Design-Builder in these locations shall require the approval of the VDOT Project Manager. The trail alignment on the Moseley property was set in coordination with the property owner, from approximate Station 200+00 to 208+00 the Trail was located as close as possible to the property line between the Embrose and Lee properties to minimize right of way impacts. The alignment on the Moseley property shall be maintained, as much as feasible. The Design-Builder shall minimize impacts to the Disk Frisbee Golf Course located in Dorey Park. The precise course location has not been identified by survey and, therefore, is not shown on the RFP Conceptual Plans. The Design-Builder shall adjust the alignment shown on the RFP Conceptual Plans in the vicinity of the Disk Frisbee Golf Course as necessary to minimize impacts to the course by avoiding the direct pathway between tees and their associated target. Adjustments to the alignment in the vicinity of the Disk Frisbee Golf Course shall be coordinated with the VDOT Project Manager and Henrico County for their approval.

The proposed construction on Kinvan Road shall include widening on both sides of the roadway to construct five (5) foot wide paved shoulders for trail users to connect the Trail sections on independent rights of way. The existing Kinvan Road pavement shall be milled and/or overlaid in compliance with the requirements in Part 2, Section 2.6.

The RFP Conceptual Plans include the trail alignment crossing Interstate 295 under the existing bridge at Four Mile Creek. The Trail design shall maintain all minimum offsets and clearances, as specified in AASHTO and VDOT standards for Shared Use Paths. The minimum vertical clearance between the Trail and existing bridge shall be eight (8) feet. If possible, the desirable ten (10) foot vertical clearance should be met.

Sight distance requirements for the Trail shall meet the minimum 20 mph design speed, except in curved bridge locations. The following list provides the minimum sight distance

design speeds for each bridge in the RFP Conceptual Plans. The final design plans shall meet these speeds, at a minimum.

Structure B601 (Station 115+00 to 118+00)	12 mph
Structure B602 (Station 126+00 to 130+00)	12 mph
Structure B603 (Station 206+00 to 209+25)	14 mph
Structure B604 (Station 229+25 to 234+25)	20 mph
Structure B605 (Station 245+25 to 251+25)	14 mph
Structure B606 (Station 257+25 to 264+25)	18 mph
Structure B607 (Station 555+80 to 561+70)	14 mph
Structure B608 (Station 567+30 to 570+70)	16 mph

Safety fence shall be provided along the Trail, as required, adhering to the design standards for Shared Use Paths established in Section A-5 of the VDOT Road Design Manual and the 2012 AASHTO Guide for the Development of Bicycle Facilities.

Chain link fence in accordance with VDOT Road and Bridge Standard FE-CL shall be provided along both sides of the Trail as it crosses under Interstate 295, between the proposed breaks of existing Limited Access.

A six (6) foot high chain link fence, in accordance with the VDOT 2008 Road and Bridge Standards shall be installed on the east side of the Trail along Property 012 (belonging to a Mr. D. Gareth Embrose, Jr.) from the right of way line at Kinvan Road to the rear property line.

When the Trail intersects with the Four Mile Creek Park parking lot or any roadway, the Trail shall be divided (bifurcated) in accordance with the design indicated in the RFP Conceptual Plans included in the RFP Information Package. To accomplish this, the median areas created by the division shall be paved with concrete pavers as indicated on the RFP Conceptual Plans and in accordance with the Special Provisions for Unit Pavers.

2.3 Bridges

2.3.1 General

The Project includes design and construction of eight (8) timber bridges. The travel-way configuration (width between rails) of the bridges, as a minimum shall be in accordance with the Transverse Section, including Handrail Detail, provided in the RFP Information Package. Any changes to the locations of the bridges proposed by the Design-Builder and acceptable to VDOT may require adjustments to the bridge widths to satisfy the sight distance requirements as noted in Part 2, Section 2.2.2.

The RFP Conceptual Plans depict the approximate size, location and materials of each proposed structure. The final span lengths span arrangements, size of superstructure members and substructure elements shall be determined by the Design-Builder.

The bridges for this Project shall be designed using AASHTO LRFD Bridge Design Specifications, 6th Edition, 2012; LRFD Guide Specifications for Design of Pedestrian Bridges, 2nd edition, 2009; and VDOT Modifications (IIM-S&B-80) and the standards and references in Part 2, Section 2.1.1.

The proposed bridges shall also be designed to meet all applicable hydraulic and environmental requirements outlined in the Part 2, Section 2.4.2 and Section 2.7.1. The bridges identified in the RFP Conceptual Plans represent the number and length of bridges that VDOT anticipates will be needed to meet these requirements. The Design-Builder may alter the location and lengths of proposed bridges as long as all applicable hydraulic, environmental, and cultural resource requirements are satisfied. A preliminary assessment of the hydraulic impacts of the bridge crossings entitled Preliminary Drainage Design and Hydrologic and Hydraulic Analysis Report (dated November 8, 2013) is included in the RFP Information Package for reference.

Materials used for constructing the timber pedestrian bridges shall conform to the requirements of sections 403.02 and 418.02 of the VDOT 2007 Road and Bridge Specifications. All timber used will be treated with an approved treatment in accordance with the requirements of Section 236.02 (c) of the Specifications, except that glulam members shall be treated with pentachlorophenol (PCP) after they are glued together in the shop.

The deck of timber structures shall be two (2) inch by six (6) inch planks secured perpendicular to stringers with galvanized screws. Stringers shall be spaced no greater than twenty-four (24) inches center-to-center. At time of installation, planks shall be placed tight together with no gaps.

2.3.2 Working Drawings

The Design-Builder shall review and approve working/shop drawings and submit three approved sets to VDOT for each 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.

2.3.3 Safety and Acceptance Inspection for the Proposed Structures

Acceptance of the bridge structure will require the following two independent inspections by VDOT:

1. A satisfactory safety/inventory inspection by VDOT as described below is required prior to Final Completion and opening the structure to the public. 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. The Design-Builder shall rectify any instance of non-compliance for VDOT approval prior to opening the new structure to the public.

2. 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, 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, all in accordance with the requirements noted above.

Unless otherwise approved by VDOT, structures 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

FHWA has issued a NEPA decision for the Project. A copy of the Categorical Exclusion (CE) dated September 13, 2013 is included in the RFP Information Package. VDOT has also completed a preliminary document re-evaluation for the Plans, Specifications and Estimates (PS&E) Authorization (EQ-200) dated November 14, 2013, and a preliminary Environmental Certification/Commitments Checklist (EQ-103) dated November 8, 2013, which are included in the RFP Information Package.

The Design-Builder shall carry out environmental commitments during design, right-of-way acquisition, and construction, as applicable, as identified in the CE, the document reevaluations for RW and PS&E Authorization, and the Environmental Certification forms. All commitment compliance shall be supported by appropriate documentation, to be provided by the Design-Builder to the VDOT Project Manager. VDOT will complete a final document re-evaluation for RW Authorization (EQ-201) prior to RW authorization and a final document re-evaluation for PS&E Authorization (EQ-200) and final Environmental Certification/Commitments Checklist (EQ-103) prior to the VDOT Project Manager releasing any portion of the Project for construction.

Any changes in the scope or footprint of the established basic Project concept, proposed by the Design-Builder and acceptable to VDOT, may require additional environmental technical studies and analysis to be performed by the Design-Builder at their cost. 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 re-evaluation of the NEPA document. VDOT will be responsible for the coordination of any revised environmental documentation with FHWA. The Design-Builder shall then carry out any additional environmental commitments that result from such coordination at its sole expense and no additional cost and/or time delays to the Project.

The Design-Builder is solely responsible for any costs or schedule delays related to the permit acquisition, permit 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

On August 21, 2013, the Virginia State Historic Preservation Office (VA SHPO) determined the Project would have No Adverse Effect on historic properties in the Area of Potential Effects (APE). The APE for architecture was defined as the area where alterations to feeling and setting may occur as a result of the construction of the Multi-use Trail and thus included all buildings constructed before 1963 and that fell within the 50-foot to 100-foot APE as well as those in view of the proposed project corridor. The APE for the archaeological survey encompassed the construction footprint, proposed right of way, and all easements and included 50 feet on either side of the center line for the majority of the project corridor. For a small portion of the proposed corridor, the APE was limited to 25 feet on either side of the center line.

The no adverse effect determination is contingent upon the application of a special provision pertaining to archaeological site 44HE1163. The VA SHPO reviewed and approved the special provision on October 30, 2013, a copy of Virginia Department of Transportation Special Provision for Bridge Construction and Controlled Burial Within Environmentally Sensitive Area, is included in the RFP Information Package. The provision includes the construction of a bridge to preserve the above-ground remains of Civil War Earthworks and the controlled burial in place of that portion of the environmentally sensitive area that extends south from the southern terminus of the bridge to the southern limits of the environmentally sensitive area. The special provision also prohibits construction activities, such as clearing and grubbing, vehicle traffic, stockpiling, staging, etc. on the existing ground surface of the environmentally sensitive area at any time.

Once the Design-Builder finalizes plans for site 44HE1163, per the requirements of the special provision, those plans will be presented to VDOT Richmond District Cultural Resource staff for review. VDOT Cultural Resources staff will then forward the plans to the VA SHPO for review and comment.

Copies of relevant VDOT/VA SHPO correspondence and mapping showing the location of historic properties are included in the RFP Information Package. There are seven historic properties in the Project's APE:

VDHR No.	Resource Description
043-5071	**Darbytown and New Market Roads Battlefield**

043-5074 First Deep Bottom Battlefield
043-5080 Second Deep Bottom Battlefield
043-0307 Chaffin's Farm/New Market Heights Battlefield
043-5073 Fair Oaks and Darbytown Road Battlefield
043-5072 Darbytown Road Battlefield
44HE1163 Earthworks, Encampment

The Design-Builder should consider historic properties to be design constraints and avoid impacting them beyond what is shown on the RFP Conceptual Plans. In addition, the Design-Builder shall avoid any other project-related activities on or within the viewshed of these historic properties, including but not limited to staging, borrow/disposal, and any temporary or permanent easements. Please note that any changes to the design, alignment, right-of-way limits, or easements shown on the RFP Conceptual Plans may require review by VDOT and could require additional cultural resources studies and/or coordination with the VA SHPO. The Design-Builder is responsible for conducting all cultural resources studies necessitated by the proposed changes, while the VDOT is responsible for coordinating both the studies and the proposed changes with the VA SHPO. The Design-Builder shall then carry out any additional cultural resources commitments that result from such coordination at its sole expense and at no additional cost to the Project.

2.4.3 Section 4(f) Resources

During the process of evaluating Section 4(f) Resources for this Project, VDOT identified seven (7) historic properties and two (2) public parks in the project area. Maps of the Historic Properties, Four Mile Creek County Park and Dorey County Park are included in the RFP Information Package.

Section 4(f) Resource	Acres of Use
Darbytown & New Market Battlefield (VDHR No. 043-5071)	5.2 – de minimis
First Deep Bottom Battlefield (VDHR No. 043-5074)	2.3 – de minimis
Second Deep Bottom Battlefield (VDHR No. 043-5080)	3.3 – de minimis
Darbytown Road Battlefield (VDHR No. 043-5072)	5.2 – de minimis
Chaffin's Farm & New Market Battlefield (VDHR No. 043-0307)	3.3 – de minimis
Fair Oaks and Darbytown Road Battlefields (VDHR No. 043-5073)	0.7 – de minimis
Earthworks Encampment (VDHR No. 44HE1163)	1.7 – de minimis
VDHR No. 44HE1164	Exception
VDHR No. 44HE1165	Exception
Four Mile Creek County Park	Exception
Dorey County Park	Exception

Section 4(f) de minimis impact findings were made for the seven (7) historic properties. FHWA agreed with a Section 4(f) de minimis impact finding on August 28, 2013 and a subsequent confirmation of validity on October 3, 2013. FHWA determined that two additional

archaeological resources (VDHR No. 44HE1164 and VDHR No. 44HE1165) were qualified for an exception pursuant to 23 CFR 774.13(b) on August 29, 2013.

The proposed Trail is located within Four Mile Creek County Park and Dorey County Park. However, FHWA determined on August 17, 2012 that the Trail's involvement with this park qualifies as a Section 4(f) exception pursuant to 23 CFR 774.13(g). A subsequent confirmation of validity was made by FHWA on May 28, 2013. The Design-Builder shall need to coordinate the trail alignment through the Disc Frisbee Golf Course in Dorey Park with VDOT and Henrico County. The Trail shall be aligned to minimize impacts to the Disc Frisbee Golf Course by avoiding the direct pathway between tees and their associated target.

The Design-Builder should consider 4(f) resources to be design constraints and avoid any impacts to them beyond the acres of use identified in this section. In addition, the Design-Builder shall avoid any other project-related activities on these resources, including but not limited to staging, borrow/disposal, and temporary or permanent easements.

Any changes to the right of way or easements as shown on the RFP Conceptual Plans, proposed by the Design-Builder and acceptable to VDOT, may require additional technical studies and analysis to be performed by the Design-Builder. The Design-Builder will be responsible for notifying VDOT of plan revisions, right-of-way/easement changes, and providing any necessary studies and other necessary information to support VDOT's completion and re-evaluation of the 4(f) resources. VDOT will be responsible for the coordination of any 4(f) documentation with FHWA. The Design-Builder shall then carry out any additional commitments that result from such coordination at its sole expense and no additional cost and/or time delays to the Project.

2.4.4 Water Quality Permits and Compensatory Mitigation

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. The Design-Builder will be the Permittee.

VDOT conducted a preliminary review of wetlands and streams based on the Conceptual Plans. This preliminary review indicated that approximately 0.14 acre of wetlands and ninety three (93) linear feet of streams may be impacted by the Project. Preliminary locations of streams and wetlands in the project area and tables quantifying approximate wetland and stream impacts are included in the RFP Information Package. The Offeror should note that this information is provided for informational purposes only. The Design-Builder will be responsible for verifying permit requirements prior to construction. Regulatory agencies will make the final determination as to which state/federal water quality permits will be required during coordination with the Design-Builder.

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.

If the Design-Builder determines water quality permits are not required based on information generated, 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, in its Price Proposal.

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.

Should the Design-Builder propose design changes acceptable to VDOT, permitting requirements may also change; the Design-Builder remains responsible for obtaining all necessary water quality permits and permit modifications required by the regulatory agencies to accommodate the design changes.

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. This shall include costs associated with acquiring water quality permits and additional compensatory mitigation for the Project if needed.

The Design-Builder shall provide to the VDOT Project Manager copies of all permits, documentation, and correspondence with regulatory agencies. Construction activities shall not impact regulated areas within the Project limits until all applicable water quality permits have been issued to the Design-Builder. 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 the VDOT Project Manager 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 the VDOT Project Manager 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 Virginia Marine Resources Commission (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.

2.4.5 Threatened and Endangered Species

VDOT has performed database reviews and surveys to determine the Project's potential effects on threatened and endangered (T&E) species, indicating that the Project will have no adverse effect on T&E species. The results of these reviews and related documentation are included in the RFP Information Package.

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.

2.4.6 Hazardous Materials

VDOT has performed a review to determine the potential for hazardous materials and/or contamination within the Project Area shown in the RFP Conceptual Plans in the RFP Information Package. No hazardous materials or contamination were identified, and no further work is anticipated. A Hazardous Materials Summary Report dated November 15, 2013 documenting the assessment is included in the RFP Information Package and constitutes Known Pre-existing Hazardous Materials as defined in Part 4, Article 1.

The Design-Builder shall manage solid waste, hazardous waste, and hazardous materials in accordance with all applicable federal, state, and local environmental regulations and shall implement good housekeeping, waste minimization and pollution prevention practices.

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. 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 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.

2.4.7 Air Quality

The Project has been assessed for potential air quality impacts and conformity with all applicable Federal and state air quality regulations and requirements. The Air Report, dated October 29, 2013, is provided in the RFP Information Package. The Report identifies federal and state regulatory requirements that must be adhered to during construction of the Project.

This Project is located within an 8-Hour Ozone Maintenance area, and a volatile organic compounds (VOC) and oxides of nitrogen (NO_x) Emissions Control Area. As such, all reasonable precautions should be taken to limit the emissions of VOC and NO_x during construction of the Project. In addition, the following Virginia Department of Environmental Quality (VDEQ) air pollution regulations must be adhered to during the construction of this Project: 9 VAC 5-130-10 et seq., Open Burning restrictions; 9 VAC 5-45-760 et seq., Cutback Asphalt restrictions; and 9 VAC 5-50-60 et seq., Fugitive Dust precautions. The Design-Builder will be required to adhere to the limitations outlined in the Special Provision for Volatile Organic Compound Emissions Control Areas.

Construction activities will be performed in accordance with VDOT 2007 Road and Bridge Specifications. The specifications conform to the State Implementation Plan and require compliance with all applicable local, state, and federal regulations.

2.4.8 Noise Mitigation

The Noise Scoping Decision for this Project concluded this is a Type III project and that a Noise study is not required. A copy of the Noise Form dated August 30, 2012 is included in the RFP Information Package.

2.4.9 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 CE, the Document Re-evaluations for RW Authorization (EQ-201) and PS&E Authorization (EQ-200), and the Environmental Certification/Commitments Checklist (EQ-103). 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

VDOT has obtained a preliminary field survey. The preliminary field survey and utility data obtained, includes, but is not limited to the following:

- Horizontal control
- Vertical control
- Notification of property owners*
- Field data
- Topography
- Property data

- Utilities
- Digital Terrain Model

*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 by mail, at the address recorded in the tax records, **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 date of mailing". The notice shall include the anticipated date/dates such entry is proposed to be made and the purpose of such entry. Said notice shall be mailed by the Department on Department letterhead. The Design-Builder is to provide the VDOT Project Manager with the mailing list not less than 30 days prior to proposed entry. Advance notification of property owners is required for all data collection efforts related to the development of highway plans.

The Design-Builder is advised that such survey is not represented to be complete for purposes of designing the Project, and that Design-Builder's scope of work shall include performing all additional surveying and utility designation that is necessary to supplement the above-referenced survey as required for design purposes.

The Design-Builder shall be responsible for obtaining any additional survey data, including all land use permits, locating and/or designating underground utilities, digital terrain model (DTM), utility test holes and obtaining other related data necessary for the design, right of way acquisition, limited access revisions, and construction of the Project. Additionally, the Design-Builder will be responsible for any update (property owner changes, subdivisions, etc.) that may occur; updates need to be reflected on the plans 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 and survey control damaged, destroyed or located within the footprint of the final design construction limits. The control will be established by a land surveyor licensed n the Commonwealth of Virginia with LD-200 information and supporting computations submitted to the Project Manager.

Prior to Project completion, the Design-Builder shall provide and set final VDOT RW-2 right of way monuments within the Project Limits. The Design-Builder shall depict the monuments on the Right of Way Plans in accordance with the Department's Survey Manual.

All survey work is to be in compliance with the current VDOT Survey Manual.

2.6 Geotechnical Work

A preliminary geotechnical study (see Geotechnical Engineering Data Report, dated November 8, 2013) was developed to capture the geological conditions within the project limits and is included in the RFP Information Package. This preliminary geotechnical study is provided for Offerors' information in accordance with Section 102.04 of Division I Amendments to the Standard Specifications and should be verified by the Design-Builder.

The Design-Builder is required to perform supplemental design level geotechnical investigations to validate the preliminary design information included in this RFP and any future addendums. The geotechnical engineering investigation performed by the Offeror shall meet or exceed both Chapter 3 of the VDOT Manual of Instructions (MOI) for Materials Division and Section 700.04(c) of the VDOT 2007 Road and Bridge Specifications; however, the Design-Builder may reduce the boring frequency to one (1) every four hundred (400) feet along the centerline of the proposed trail alignment provided one (1) test hole is dug at the midpoint between each set of bores to gauge topsoil stripping depth and the strength of the subgrade below the topsoil.

The Design-Builder shall collect appropriate data for geotechnical evaluation of embankments, soil cuts, culverts, minor structures (including drainage pipes), and any other earth-supported structures or elements of highway design and construction required. The Design-Builder will be responsible for obtaining water quality permit(s) required for any additional borings needed in performance of the Design-Builder's geotechnical investigation for this Project. 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, aggregate, asphalt, 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. Nuclear density gauges used for compaction monitoring and testing shall be capable of printing the input/output data and readings. Printouts shall be done daily and placed in the project file.

The Design-Builder shall provide all records of subsurface explorations and describe the soils encountered along with their depth limits in accordance with the requirements outlined in Chapter 3 of the VDOT MOI for Materials Division. The Design-Builder shall provide electronic copies of all subsurface explorations in accordance with the boring log template available on the website address included in Chapter 3 of the VDOT MOI for Materials Division. The electronic files shall be provided by a certified professional geologist or a 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).

Where applicable, 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 Geo-environmental Engineering, ASCE, Discussions and Closure August 2001. A suitable design will provide a probability of success equal to or greater than ninety-nine (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 and retaining walls, if applicable, (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 and retaining walls, 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. The Department may, in its sole discretion, accept or reject such proposed methods.

The Design-Builder shall submit to the 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 documents 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 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 below must be approved by VDOT prior to implementation. The Design-Builder shall be responsible for the final design and construction of the pavements for this Project as approved by VDOT and 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 in accordance with the applicable manuals noted in Part 2, Section 2.1.1 of this document. This includes drainage and subdrainage requirements to ensure positive drainage both within the pavement structure and on the pavement surface.

The minimum pavement sections for the Project are as follows:

<u>Virginia Capital Trail</u>

2.0 inches of Asphalt Concrete SM-12.5A (estimated 220 lb/sy)
8.0 inches of Coarse Aggregate, Size No. 8, Aggregate Base Material, Type I, Size No. 21B

Entrances - PE-1 TYPE III

2.0 inches of Asphalt Concrete SM-12.5A (estimated 220 lb/sy)
6.0 inches of Aggregate Base Material, Type I, Size No. 21B

Kinvan Rd. Widening

2.0 inches of Asphalt Concrete SM-12.5A (estimated 220 lb/sy)
8.0 inches of Aggregate Base Material, Type I, Size No. 21B

Geosynthetics and free-draining material shall be used for stabilization and drainage. Approximate locations requiring geosynthetics due to the presence of unsuitable subgrade material may be interpolated from the data included in the preliminary Geotechnical Data Report that is provided in the RFP Information Package. These locations shall be verified in the final geotechnical report provided by the Design-Builder.

2.6.2 Alternative Performance Specifications

The performance specifications listed in the VDOT 2007 Road and Bridge Specifications may not be desirable for the construction of a shared-use path due to its relatively thin pavement design. The Design-Builder may recommend alternative performance specifications, similar to those for an asphalt concrete sidewalk listed in Section 504 of the VDOT 2007 Road and Bridge Specifications, to the VDOT Project Manager for approval. Minimally, the performance specifications shall consist of documentation addressing the following:

1) Determination of foundation characterized as shape and compacted to a firm, even surface
2) Bedding material acceptance
3) Asphalt concrete placement providing a smooth, dense, and uniform thickness

VDOT reserves the right to reject the alternative performance specifications.

2.6.3 Geotechnical Requirements

2.6.3.1 Settlement

All pavements, subgrades, and embankments, including tie-ins to the proposed bridge structures, shall be designed and constructed to meet the following post-construction settlement tolerances:

- Total vertical settlement less than two (2) inches over the initial twenty (20) years, and less than one (1) inch over the initial twenty (20) years within one hundred (100) feet of bridge abutments.

- Settlement that does not result in damage to adjacent or underlying structures, including utilities and that does not impede positive drainage of the pavement surface.

- For pavement surfaces to include areas of tie-ins to the Project, grade tolerances shall be measured with a ten (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 or minus (+/-) 0.25 inch.

Humps and depressions exceeding the specified tolerances 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.

Settlement monitoring plates shall be installed in areas where the predicted settlement under the weight of the new embankment fill exceeds five (5) inches and/or in areas where surcharging or wick drains are to be used to accelerate the time rate of settlement of the subgrade material beneath the embankment. The location, number and frequency of settlement monitoring plates to be installed and monitored shall be determined by the Design-Builder's Geotechnical Engineer of Record (GER) subject to approval by the Department. In no case shall the monitoring frequency exceed two (2) weeks unless approved by the Department. The settlement plates shall be constructed and installed in accordance with Section 303.04(i) of the VDOT 2007 Road and Bridge Specifications. The GER shall verify in writing to the QAM that all monitoring plates were installed correctly. The settlement monitoring will be continued at the specified frequency until the required waiting period has been completed and the GER evaluates the data and confirms the rate of settlement has stabilized, the primary consolidation or elastic settlement is complete, and that the remaining long-term settlement will not exceed the tolerances included herein. All costs associated with the construction, installation, monitoring and analysis of the data shall be the responsibility of the Design-Builder, and the total cost shall be included in their bid estimate to include any costs associated with any surcharging and/or ground improvement techniques they plan to employ.

2.6.3.2 Slope Stability

Design stable cut slopes as well as embankment slopes and evaluate stability for interim construction stages, for the end of construction condition, and for design-life conditions. Design shall satisfy the following criteria:

- The maximum slope ratio to be used for cut and/or roadway embankment fill slopes should not be steeper than 2H:1V.

The following factors of safety are to be used with limit equilibrium methods of analysis for representative sections of all soil cut and soil embankment fill slope areas ten (10) feet or more in height and/or where slopes are supporting, or are supported by, retaining structures. The factors of safety listed in the table below are valid for subsurface investigations performed in accordance with Chapter 3 of the VDOT MOI for Materials Division or for site specific

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

Minimum Factors of Safety for Soil Cut/Fill Slopes:

Slope analysis parameters based on:	Factor of Safety	
	Involves Structure or Critical Slope[1]	Non-Critical Slope
In-situ or lab. tests and measurements[2,3]	1.5	1.3
No site specific tests	N/A[3]	1.5

Notes:

1. A critical slope is defined as any slope that is greater than twenty-five (25) feet in height, affects or supports a structure, impounds water, or whose failure would result in significant cost for repair or damage to private property.
2. Site specific in-situ tests include both groundwater measurements and SPT testing but may also include CPT or DMT.
3. Parameters for critical slopes involving structures must be based on specific laboratory testing.
4. Problem soils (very soft soils, very loose soils, fissured or heavily over-consolidated soils) must be analyzed using shear strength parameters determined from appropriate laboratory strength tests in accordance with accepted local engineering practice.
5. Construction plans shall specify use of soil types consistent with the parameters used in slope analyses.

- Incorporate reliability assessments as previously referenced.

2.6.4 Unsuitable Materials

Unsuitable Material is defined as material used as embankment fill, and in cut areas to a depth of at least three (3) feet below subgrade directly beneath pavements and at least two (2) feet beneath the bedding of minor structures and laterally at least two (2) feet beyond the outside edge of the pavement shoulders and bedding limits of the minor structures that classifies as CH, MH, OH and OL in accordance with the Unified Soil Classification System (USCS); contains more than five (5) percent by weight organic matter; exhibits a swell greater than five (5) percent as determined from the California Bearing Ratio (CBR) test using VTM-8; and exhibits strength, consolidation, durability of rock or any other characteristics that are deemed unsuitable by the Design-Builder's geotechnical engineer or as denoted in the Contract Documents for use in the Work. All materials within the uppermost three (3) feet of a pavement subgrade that exhibit a CBR value less then that stipulated in the pavement design shall also be considered unsuitable. The anticipated locations and methods of treatment for unsuitable materials identified by the Design-Builder's qualified geotechnical engineer shall be shown on the design plans and cross sections. Saturated or very dry and/or loose or very soft coarse and fine-grained soils that exhibit excessive pumping, weaving or rutting under the weight of construction equipment are also considered unsuitable unless they can be moisture conditioned through either mechanical or

chemical means to an acceptable moisture content that allows adequate compaction to meet project specifications, and classification testing indicates they are not otherwise unsuitable. Topsoil, peat, coal and carbonaceous shale shall also be considered unsuitable material. All unsuitable material shall be disposed of and/or treated as discussed in Section 106.04 of VDOT's 2007 Road and Bridge Specifications at no additional cost to the Department. Topsoil or other organic soils are also considered unsuitable for use in embankment fill other than as a cover for slopes for the purpose of establishing vegetative cover. When used as cover for slopes, the thickness of topsoil shall not exceed twelve (12) inches.

2.6.5 Pipe Installation Methods

Culverts or utility pipes shall be installed by either conventional methods in accordance with Section 302.03 of the VDOT 2007 Road and Bridge Specifications, or Jack and Bore and/or by Micro-tunneling in accordance with the applicable Special Provisions contained in the RFP Information Package. 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 design tolerances used in design of either culverts or utility pipes exceed those specified in the VDOT Road and Bridge Specifications and the applicable Special Provisions. Performance requirements and tolerances stipulated in the Special Provisions shall also apply to conventional tunneling methods. If trenchless technology is used to complete roadway crossings, surface settlement monitoring must be performed to verify that there is no adverse impact on the stability and performance of the embankment and pavement structure above the pipe alignments in accordance with Section 302.03 of the VDOT 2007 Road and Bridge Specifications and the Special Provisions for Jack and Bore and/or Micro-Tunneling, as applicable.

2.7 Hydraulics

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 Part 2, Section 2.1.

2.7.1 Hydrologic and Hydraulic Analysis (H&HA)

An H&HA, including scour analysis shall be completed for bridges over waterways and major culvert crossings that have a total 100 year design discharge greater than 500 cfs. The Design-Builder shall deliver to VDOT a final H&HA, including scour analysis for proposed major drainage structures. These analyses shall be submitted to VDOT for review and approval

prior to the commencement of construction. The H&HA shall include an established level of construction tolerance to allow for the hydraulic performance established in the H&HA to be maintained. The approval of the H&HA represents a hold point in the Design-Builder's CPM Schedule. The ultimate proposed conveyance system (inclusive but not limited to culverts, stream realignment, and outfall conveyance channels through the project area) shall be designed by the Design-Builder to meet all applicable hydraulic requirements, including current Federal Emergency Management Administration (FEMA), Federal Highway Administration (FHWA), and VDOT guidelines as described in the VDOT Drainage Manual, (including current Errata Sheet), Hydraulic Design Advisories and applicable I&IMs.

Natural stream design, bank hardening, and revetments will be considered as part of the hydraulic design to minimize downstream impacts in accordance with State and Federal requirements applicable to this project. Natural stream design, bank hardening and revetments shall be designed in accordance with acceptable FHWA Publications. Acceptable FHWA publications include, but are not limited to, HDS-6, HEC-11, HEC-14, HEC-20, and HEC-23.

The hydrologic and hydraulic analysis shall be documented by the completed VDOT LD-293 forms. The Design-Builder shall provide VDOT two (2) paper and two (2) electronic copies (Adobe PDF format) of the final H&HA, HEC-RAS (or other VDOT approved analysis software for this project) Files and LD-293. The final H&HA submittal is to include the completed VDOT form LD-450.

Upon completion of the installation of any major drainage structure, the Design-Builder shall prepare a final as-built survey of the major drainage structure and related upstream and downstream appurtenances and provide such survey to the Design-Builder's hydraulic designer/engineer. The as-built survey shall include the horizontal location and vertical elevations of the constructed major drainage structure in sufficient detail to confirm pre-construction hydraulic performance. A post construction as-built Hydrologic and Hydraulic Analysis and report shall be developed based on the as-built survey and submitted to VDOT for review and acceptance. The post construction H&HA shall demonstrate that the anticipated post construction hydraulic performance of the major drainage structure matches or betters that of the pre-construction H&HA. If the post construction analysis shows an impact greater than the pre-construction H&HA and/or exceeds the construction tolerances established with the pre-construction H&HA, then the Design-Builder shall be responsible for mitigating the adverse impacts of the post construction condition at no additional cost to VDOT.

2.7.2 Drainage

The final drainage design shall maintain the existing drainage patterns to the maximum extent practicable. Overtopping of the Trail will be acceptable such that the construction of the Trail does not adversely affect the existing hydraulic characteristics of impacted private property, Route 5 and/or any of its major structures, and Kinvan Road and/or any of its major structures.

The drainage work shall include the design and construction of culverts, open channels, storm sewer systems, underdrains, adequate outfall analysis, stormwater management facilities, and erosion and sediment control measures in compliance with the standards and reference

documents listed in Part 2, 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 compact disc (CD) of a 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, for review and approval prior to submitting detail design plans.

For the purposes of developing the Price Proposal, the Offeror shall assume that the existing drainage pipes and culverts within the project limits and which are a functional element of the proposed drainage design, are unserviceable and are to be plugged and abandoned in accordance with VDOT Road and Bridge Standard PP-1, removed, or replaced with adequate structures designed and constructed in support of the Design-Builder's final drainage design. The Offerors should note that none of the existing pipes and culverts within the project limits have been surveyed for structural and functional deficiencies. If after award the Design-Builder investigates the serviceability, functionality, and hydraulic capacity of the affected existing pipes and culverts, and as a result proposes use (or repair) of some or all, then it shall be done only with VDOT's approval. The Design-Builder shall assess the serviceability of the structure by performing a visual/video inspection of the existing pipes and culverts utilizing the assessment criteria for Post Installation Inspections presented in VDOT Supplemental Specification 30204. The Design-Builder will provide VDOT with an inspection report documenting the assessment as prescribed in the supplemental specification. Drainage pipes and box culverts deemed repairable shall be rehabilitated in accordance with VDOT's guidelines including, but not limited to those methods outlined in the latest version of IIM-LD-244 and Special Provisions SU3020001A Pipe Rehabilitation and SU3020002A Pipe Replacement.

2.7.2 Post-Construction SWM, SWPPP and ESC Plans

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 Part 2, Section 2.1 including the Virginia Erosion and Sediment Control Law and Regulations and the Virginia Stormwater Management Program (VSMP) Law and Regulations.

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 Environmental Quality (DEQ) (previously the Department of Conservation and Recreation) 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. 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 Drainage Engineer in accordance with the latest versions of IIM-LD-11 and IIM-LD-195.

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 for the Project is equal to or greater than 2,500 square feet 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), VSMP Construction 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-242.3. 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. The Design-Builder will be the Permitee and shall be responsible for all permitting fees.

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 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 work to be covered by the permit until permit coverage is secured and 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. Design-Builder shall provide a completed SWPPP Certification form (LD-455E) 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-LD-246. The SWPPP Certification form (LD-455E) 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 costs 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 entire 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 DEQ Inspector Certification, a DEQ Responsible Land Disturber (RLD) Certification and a VDOT Erosion and Sediment Control Contractor Certification (ESCCC) to ensure compliance with all DEQ and VDOT erosion and sediment control plan implementation requirements.

Effective July 1, 2013 the administration of the Virginia Erosion and Sediment Control and Stormwater Management regulatory programs was transferred from the Virginia Department of Conservation and Recreation (DCR) to the Virginia Department of Environmental Quality (DEQ). References and links to DCR manuals and documents contained herein may no longer be correct as these programs are being transferred between the State agencies. The erosion and sediment control certification requirements shall still apply, but with the DEQ having oversight over the certification program beginning July 1, 2013.

2.7.3 Post-Construction Stormwater Management Facilities

The Design-Builder shall be responsible for the design and construction of stormwater management facilities as required for the Project in accordance with the latest version of IIM-LD-195, and the other standards and reference documents listed in Part 2, Section 2.1 including the Virginia Stormwater Management Program Law and Regulations, and shall comply with the minimum geotechnical requirements contained therein. Provided in the RFP Information Package are preliminary stormwater management calculations based upon the alignment depicted in the RFP Conceptual Plans. VDOT has determined that water quality treatment is required for the Project. A minimum phosphorus removal rate of 3.53 pounds per year within the proposed right of way limits is required. VDOT has identified the purchase of offsite nutrient credits as the preferable option for meeting the water quality requirements. However, this assessment is preliminary and has not been fully evaluated to determine if other stormwater management options are feasible to address all of the stormwater management requirements of the Project. The Design-Builder is responsible for developing the final post-construction stormwater management plan for the Project. If the Design-Builder proposes an alternative post-construction stormwater management plan to the purchasing of nutrient credits, a detailed construction and maintenance plan for the post-construction stormwater management facilities proposed by the Design-Builder must be developed and submitted for review and approval to VDOT as specified in the Preliminary Drainage Design and Hydrological & Hydraulic Analysis Report dated November 8, 2013.

Whereas an alternative stormwater management option is approved by VDOT, the Design-Builder is to insure proper ingress and egress to any stormwater management facility that

is to be located within VDOT right of way and that any specific proprietary facilities have proper maintenance details for the facilities included in the Project plans.

The following stormwater management facilities are not permissible options for this Project:

- Retention basins
- Bioretention facilities
- Infiltration facilities
- Sand Filters
- Permeable pavement
- Extended detention-enhanced basins
- Constructed wetlands

2.7.4 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 and are functional elements of the final design shall be rendered in a serviceable condition. Accumulated debris resulting from construction activities shall be removed by the Design-Builder, as such maintaining the original line and grade, hydraulic capacity or construction of the facility prior to the final acceptance of the Project.

2.8 Landscape Architecture (Trailhead)

A final Trailhead Plan for the Four Mile Creek Park facility, including proposed brickwork, granite seat walls, granite historical marker, site furniture, pergola, planting plan, and all necessary clearing and grubbing, grading and drainage, as well as selective clearing and other incidentals, shall be prepared by the Design-Builder. The final Trailhead Plan shall be either prepared by or the preparation thereof supervised by a professional landscape architect. Site features, such as the pergola, granite and brickwork, shall be similar to the design completed for the Herring Creek Trailhead located adjacent to Route 644 in Charles City County, Virginia. Curb cuts shall be installed in accordance with the standards and reference documents in Part 2, Section 2.1.1 and the American with Disabilities Act Accessible Guidelines (ADAAG).

With the exception of the snake rail fencing, the project details for construction of the site amenities shown in the RFP Conceptual Plans are similar to the plans prepared for the Herring Creek Trailhead. Final design plans shall be submitted to the VDOT Project Manager for coordination with the VDOT Landscape Architect for review and approval. All plant materials shall conform to American Standard for Nursery Stock ANSI Z60.1, latest edition and with the following requirements:

- All plant materials shall be native or indigenous to the area and that can adapt and survive in roadside environments, being both salt and drought tolerant.

- The plants shall be warranted for a period of one (1) year (beginning with the final acceptance of the planting operation) and maintenance for that warrantee period shall conform to Section 605 of the VDOT 2007 Road and Bridge Specifications.
- Plants shall conform to the species and sizes indicated in the planting summary sheet.
- Center spacing and density of plantings shall minimally conform to the RFP Conceptual Plans.
- Brick pavers, granite work and other site furniture shall conform to the Special Provisions.

2.9 Traffic Control Devices

The Project shall include all Traffic Control Devices (TCD), including temporary and permanent installation of the following: signage, guardrail, pavement markings/markers. All TCD designed and installed under the Project shall be in accordance with standards and references in Part 2, Section 2.1. The Signing and Pavement Marking Plans, Transportation Management Plan (TMP), including Temporary Traffic Control/ Public Information and 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 and the Special Provision for Work Zone Traffic Control Management, Design-Build Projects.

All existing TCD impacted by the Project shall be modified, upgraded, or replaced by the Design-Builder to meet current VDOT standards.

2.9.1 Signs

The Design-Builder shall be responsible for modifications to existing highway signs and highway sign structures, and furnishing and installing all required new temporary and permanent signs and structures within the Project Limits. The final lines of sight and sight distances must be considered in the placement of all Project signage. Signing shall be provided to warn trail users at locations where the sight distance does not meet a design speed of 20 mph.

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.

All non-salvageable signs and sign structures to be removed during the construction of the Project shall be disposed of by the Design-Builder. Salvageable signs removed during construction shall be delivered to a VDOT facility identified by the VDOT Project Manager for temporary storage. Temporary relocation of signs may be necessary as part of this Project and it is the responsibility of the Design-Builder to perform all the required sign relocations.

Flashers are not required at the Route 5 crossings.

2.9.1.1 Design of Sign Panels and Location

All guide signs shall be designed using the Clearview font in accordance with Traffic Engineering Memorandum TE-337. For existing structures, when replacing signs that display Series E Modified font, the Clearview 5WR font is an option. The Design-Builder shall accomplish the sign panel design using GUIDSIGN software.

2.9.2 Guardrail/Barrier

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 an approved guardrail barrier system and end treatments, where appropriate, 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.

Fourteen (14) days prior to installation of guardrail the Design-Builder shall request VDOT field verification of the proposed layout. Accompanied by the Design-Builder, VDOT representative will inspect the locations and advise on any necessary adjustments. Additionally, the Design-Builder shall provide a copy of the manufacturer's recommendations for installation of all guardrail terminals to the VDOT Project Manager before the installation of any guardrail end treatment of terminating device.

2.9.3 Pavement Markings/Markers

The Design-Builder shall include all required pavement markings, markers, and delineators. 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 (included in the RFP Information Package). All pavement marking plans shall be in accordance with VDOT Traffic Engineering Design Manual, dated 2011. All final markings shall be Thermoplastic. All temporary marking are to be Class II and the Type shall be in accordance with Section 512.03 (i) of the VDOT 2007 Road and Bridge Specifications. An approved pavement marking plan for the Project is required.

All new lane markings, edge lines, and center lines on Kinvan Road and Route 5 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.

2.10 Transportation Management Plan

The Design-Builder shall prepare a Transportation Management Plan (TMP) in accordance with I&IM-241/TE-351 for all proposed work associated with the Project. The TMP shall document how traffic shall be managed during the construction of the Project. This Project is classified as a Type A in terms of the TMP. The Design-Builder shall coordinate all work in accordance with the TMP. The phases in the Design-Builder's sequence of construction 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 TMP shall incorporate and address the elements provided in this Section.

2.10.1 Maintenance of Traffic

The Design-Builder's TMP shall include a Maintenance of Traffic (MOT) Plan detailing all phases of work, proposed lane closures, maintenance of traffic through the work area, and all construction accesses for approval by VDOT's Project Manager, This plan shall also address safe and efficient operation of adjacent public transportation facilities and State Highways. The plan shall also include coordination with local agencies and other contractors performing work in the vicinity of Route 5 or Kinvan Road. 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 MOT Plan shall extend an appropriate distance beyond the construction tie-in locations to allow for the required length of any traffic shifts.

If additional traffic counts are required, it will be the responsibility of the Design-Builder to collect such data. The Design-Builder shall note that any proposed detour utilizing local neighborhood streets that are maintained by Henrico County will require the coordination with the applicable locality, as appropriate and are subject to the terms and conditions of VDOT's approval.

A minimum width of one (1) foot shall be maintained between the edge of the traffic lane and any Traffic Barrier Service, Concrete.

Minimum traffic lane widths: maintain a minimum of eleven (11) foot lanes on Route 5 and Kinvan Road unless approved by VDOT.

Reductions in the speed limits within the work zones on any roadway shall be reviewed and approved by the VDOT Central Region Operations Engineer in accordance with TE-350.1.

The Design-Builder must complete a "Work Zone Speed Analysis" and provide it to the VDOT Project Manager for any reductions in the speed limits to be considered.

All work zone traffic control including preparatory or exploratory work to any existing facilities including, but not limited to, geotechnical investigations shall follow the 2011 Virginia Work Area Protection Manual.

Construction signs and pavement markings (temporary) 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 an acceptable alternate must be provided by the Design-Builder.

2.10.2 Lane and Road Closure Restrictions

The following time restrictions shall be used:

- No lanes can be closed and no flagging operations can be conducted between 6:00 am to 9:00 am and 3:00 pm to 6:00 pm on Route 5 and Kinvan Road.

Total closures of Route 5 or Kinvan Road with substantiation of need by the Design-Builder will require coordination with appropriate stakeholders and public notice.

The Design-Builder shall submit all lane and/or shoulder closure requests to the VDOT Richmond District Traffic Operations Center (TOC) and the VDOT Project Manager for coordination purposes (for determination of conflicts with other projects, for instance) at least seven (7) days in advance of the proposed lane and/or shoulder closure and no later than close of business Wednesday the week prior to closure, stating the location, purpose, date, time, and duration of the closure. The Design-Builder shall ensure that the VDOT Richmond District TOC is notified when lane closures or flagging operations are in place and again when they are removed. The Design-Builder shall confirm at least twenty-four (24) hours before any scheduled lane and/or shoulder closure and shall include a written reiteration of the proposed tasks and a listing of materials, labor, and equipment to be utilized, in order for TOC to post the information on the VDOT website and VA511 system.

The Design-Builder is responsible for providing advance notification via variable message and required static signing for lane and/or shoulder and complete road closures in accordance with the 2011 *Virginia Work Area Protection Manual*. Once a closing is in place, work shall commence immediately and shall progress on a continuous basis to completion or to a designated time.

If the Design-Builder is unable to remove the lane and/or shoulder closure by the stipulated time the Design-Builder will not be allowed further lane closures until the reasons for the failure are evaluated and the Design-Builder can provide assurance that the causes have been corrected. A formal submission as to the reasons for the failure to restore traffic lanes within the contract lane closure restrictions and the proposed corrective measures is to be provided to the

VDOT Project Manager within two (2) days of the occurrence. VDOT will respond to the adequacy of the submission within two (2) working days of receipt. No consideration for extension of time and no additional compensation will be granted for these days.

VDOT reserves the right to monitor traffic conditions impacted by the work and to make additional restrictions as may be necessary or as emergency situations dictate. Additional restrictions for other holidays or special local events may be necessary, however, in these situations VDOT will endeavor to inform the Design-Builder at the earliest and in no case less than 48 hours prior to the event.

The Design-Builder is advised that due to the 2015 UCI World Road Cycling Championships and significant cycling interest that will be present in the area at that time, the Design-Builder shall not be permitted to work on the Project from September 12, 2015 through October 4, 2015 unless otherwise approved by the VDOT Project Manager.

2.10.3 Portable Changeable Message Signs

Portable Changeable Message Signs (PCMS's) shall be used in advance of the work zone when closing or shifting lanes. The Design-Builder shall provide at least two (2) PCMS's along Route 5 or Kinvan Road, 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 PCMS shall be placed in a semi-permanent location, protected from traffic but highly visible to the public. The Design-Builder shall coordinate the implementation of PCMS's with VDOT. The use of PCMS's shall not replace any traffic control device otherwise required per the MUTCD or the Virginia Work Area Protection Manual.

2.11 Public Involvement / Public 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 during the Project development and delivery. All information to be released to the public shall be approved by VDOT.

During the design and construction phases, the Design-Builder shall:

- Hold informal meetings with affected stakeholders as necessary and as directed by VDOT. A list of affected stakeholders (including, but not limited to, community associations, churches, business owners, police, fire & rescue, school bus transportation, transit operators) shall be developed by the Design-Builder and submitted to VDOT for acceptance prior to holding any meetings. All stakeholders shall be informed of meetings.

Concurrent with the first plan submittal and at intervals deemed necessary by the VDOT, provide to VDOT's Project Manager 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, shoulder closures, ramp reconstruction, milling operations, etc.), up–to-date Project photos, and contact information.

During the Construction Phase, the Design-Builder shall:

- Operate as a liaison between VDOT, Henrico County, and the Design-Builder's Construction Manager to ensure compliance with applicable local ordinances and provide appropriate notification to affected property owners.

- Provide to the VDOT Project Manager information for Traffic Alerts whenever there are new impacts to motorists. All information for Traffic Alerts must be submitted at least one week in advance of the traffic impact. If the impact is major (changes or additional lane closures that are anticipated to cause traffic delays that exceed existing conditions), VDOT must be notified one month in advance.

- Provide to VDOT's Project Manager an emergency contact list of Project personnel and response plan to respond to any onsite emergency, including any work zone incidents in accordance with I&IM-241.

- Maintain a log or database of questions, complaints, and/or comments received from stakeholders and the public either via public outreach efforts or direct contact, along with dates received, responses generated, and how the issues or concerns are addressed. If appropriate, this list of questions and responses will be posted on VDOT's website.

A public hearing was held for this Project on October 10, 2013. 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.

2.12 Right of Way

The Offeror's conceptual design used to develop its Proposal shall be wholly contained within the right of way limits shown on the RFP Conceptual Plans, with the exception of temporary construction, permanent drainage, and utility easements (other than permanent drainage easements for stormwater management facilities). Stormwater management facilities shall be wholly contained within the right of way limits shown on the RFP conceptual plans. Utility easements have not yet been identified or shown on the RFP Conceptual Plans. Deviations from the proposed right of way limits shown on the RFP Conceptual Plans will be subject to VDOT approval in accordance with Part 1 (Instruction to Offerors), Section 2.8 and 2.9. For right of way owned by Henrico County a Memorandum of Agreement with Henrico

County for the conveyance of rights of way to VDOT for the construction of the Trail has been prepared and will be executed before Notice to Proceed is issued to the Successful Offeror.

The Design-Builder's final design shall also be contained with the right of way limits shown on the RFP Conceptual Plans, with the exception of temporary construction, permanent drainage, and utility easements (other than permanent drainage easements for stormwater management facilities) and where minor adjustments are required during final design process, and only after approval from VDOT. If the Design-Builder proposes significant changes to the right of way limits shown on the RFP Conceptual Plans, then this shall be consider a deviation of the Contract Documents and shall be addressed as described in Part 2, Section 2.0. As discussed herein, the Design-Builder shall be responsible for any time and/or cost impacts and any NEPA document re-evaluation associated with Design-Builder's design changes that extends beyond the right of way limits reflected in the RFP Conceptual Plans and approved by VDOT.

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. 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 website) and the Design-Builder's right of way team shall include VDOT prequalified appraisers and review appraisers (also listed on VDOT's website). VDOT will retain authority for approving the scope of the appraisal and the 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 and 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 conceptual plans 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 to pay for a 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 additional 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 Utility Manual of Instructions, as well as I&IM-LD-243and Chapter 12 of the VDOT Survey Manual. 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.

- 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. This commitment is based on the plan providing a reasonable and orderly workflow and the work being provided to the VDOT representative as complete. 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.

- Payment documentation is to be prepared and submitted to VDOT 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 make payments of benefits to property owners for negotiated settlements, relocation benefits, and payments to be deposited with the court.

- 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 maximum of sixty (60) days, in order to reach settlement after the filing of certificate. After that time the case will be assigned 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 maintain access at all times to properties during construction.

- 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 from either (1) the date each owner of a property and each person displaced from the property receives the final payment or (2) from the date the State receives Federal reimbursement of the final payment made to each owner of a property and to each person displaced from a propery, whichever is later, 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 with the Project limits.

- Any existing VDOT fencing impacted by the Design Builder's design and construction activities shall be restored or replaced in the same configuration relative to the improvements as the existing fencing. Any new VDOT fencing shall be Std. FE-CL.

- The Design-Builder must notify VDOT of any and all encroachments (temporary or permanent) within the right of way prior to final acceptance.

2.13 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 all utility designations, utility locates (test holes), conflict evaluations, cost responsibility determinations, utility relocation designs, utility relocations and adjustments, utility reimbursement, replacement land rights acquisition, utility coordination, and coordination of utility betterments required for the Project. The Design-Builder is responsible for all necessary utility relocations, adjustments, and betterments to occur in accordance with the accepted Baseline Schedule. All efforts and cost necessary for all utility designations, utility locates (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 as a part of the right of way acquisition costs 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 initiate early coordination with all utilities located within the Project limits. The Design-Builder shall identify and acquire any replacement utility easements or required right of way needs of all utilities necessary for relocation due to conflicts with the Project.

It is the Design-Builder's responsibility to verify whether other utility owners exist within the Project limits and coordinate with them. Known utility owners and their respective contact numbers are identified below for reference only and may not be limited to the following:

Comcast
Mr. Gordon Mower (804-640-4322)
5401 Staples Mill Road
Richmond, VA 23228

Dominion Virginia Power
Mr. Rick McDonald (804-775-5236)
OJRP 9th Floor
701 East Cary Street
Richmond, VA 23219

Verizon Virginia LLC Telephone
Mr. Mike Ziegler (804-772-7306)
2600 Brittons Hill Road 1st Floor
Richmond, VA 23230

Henrico County, Public Utilities Water
Mr. Dennis Farmer, P.E. (804-501-4977)
P.O. Box 90775
Henrico, VA 23272

City of Richmond Gas
Mr. Nick Georges (804-646-8321)
Department of Public Works
900 E. Broad St., Suite 704
Richmond, VA 23219

Woodlawn Communications LLC Fiber Optic
Mr. Robert Payne (804-798-3214)
11006 Cobbs Road
Glen Allen, VA 23059

Windstream Telecommunications
Mr. Jerry Richardson (804-422-4258)
2134 W. Laburnum Avenue
Richmond, VA 23227

AT&T Telecommunications
Mr. Gary Wigfield (301-874-1180)
4800 Winchester Blvd.
Frederick, MD. 21703

Level 3 Communications
Mr. Rich Eldreth (757-777-7719)
2600 Eltham Ave.
Norfolk, VA 23513

The Design-Builder shall provide all utility companies with 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 Utilities 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 one hundred and twenty (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; or 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 VDOT Utilities Manual of Instruction, 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 is expected to 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 is expected to meet with VDOT's Regional Utilities Office within forty-five (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 must 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.

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 will 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. The Design-Builder will ensure the utility companies submit as-built drawings upon completion of their relocation and/or adjustments. VDOT shall issue an as-built permit to the utility companies after receipt of permit application and as-built drawings.

2.14 Quality Assurance / Quality Control (QA/QC)

The Design-Builder shall submit its Quality Assurance/Quality Control (QA/QC) for both design and construction to VDOT at the meeting held after the Date of Commencement as set forth in Part 4 General Conditions under 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 Quality Control 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 Sections 5.10 and 5.11 of the January 2012 QA/QC Guide for non-conforming work resulting from:
    a. defective equipment
    b. construction activities/materials which fail to conform as specified;
- Inspection documentation capturing requirements as set forth in Section 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; and
- Measures that will be implemented to ensure compliance with Buy America requirements on the Project.

- 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. 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.

2.14.1 Design Management

The Design-Builder is responsible for design quality in accordance with VDOT's Minimum Requirements for Quality Assurance and Quality Control on Design Build and Public-Private Transportation Act Projects, January 2012 (January 2012 QA/QC Guide). The Design-Builder's 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 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.

2.14.2 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 Quality Assurance Manager (QAM) shall have the authority to enforce the Contract requirements when deficient materials or unsatisfactory finished products fail to conform to Contract requirements. The QAM, in accordance with his/her assignment, shall be responsible to observe the construction in progress and to ensure the QA and QC testing and inspection is being performed in accordance with the Contract requirements. 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 of the design review process for field changes. 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 also shall 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, girders, and sign structures)
- 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) and Independent Verification Sampling and Testing (IVST)), Owner's (the Department) Independent Assurance (OIA), and Owner's Independent Verification Sampling and Testing (OVST) required as a result of the quantities and the sampling and testing requirements as set forth in Table A-3 and A-4 of the January 2012 QA/QC Guide. VDOT will provide all OIA and OVST tests and, therefore, final determination of the actual number of OIA and OVST 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 in accordance with the Contract requirements. 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 full-time 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 shall 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 for the types of materials testing that they are assigned to perform in accordance with Section 3.6 of the January 2012 QA/QC Guide, and for the safety and use of nuclear testing equipment as required by the Road and Bridge Specifications. The QA programs shall be performed under the direction of the QAM. The QC programs shall 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, including 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 shall include the remedial actions to be taken as discussed in Sections 5.10 and 5.11 of the January 2012 QA/QC Guide.

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

2.15 Plan Preparation

2.15.1 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 WindowsXP or Windows7 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 Conceptual Roadway and Bridge Plans including aerial images, if available, and survey files.

2.15.2 Software License Requirements

VDOT shall furnish a License Access Key for all the software products VDOT makes available to the Design-Builder. The License Access Key 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.

The License Access Key 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 Access Key is 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 the License Access Key provided to the Design-Builder will become the responsibility of the Design-Builder regardless of who on the team uses the License Access Key. The Design-Builder will be responsible for keeping track of the License Access Key provided to them or a team member and, upon completion of the Project, the prompt notification to the VDOT CADD Support Section of Project Completion and removal of the software from any system used solely for the Project for which it was obtained.

2.15.3 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 and

VDOT's I&IMs and VDOT's Manual of Structure and Bridge Division, Vol. V, Part 2, Design Aids and Typical Details.

2.15.4 Electronic Files

The Design-Builder shall submit all plans in accordance with the Department's policies and procedures (Right of Way and/or Construction submittals, Released for Construction, and As-Builts) in electronic format using the provided CADD software. Files shall be submitted in both Microstation DGN and Adobe PDF formats, by way of VDOT's Falcon Consultant environment or FTP Server. The Design-Builder will complete form LD-443, the Falcon System Access and Security Agreement and form LD-894, the Falcon Access Request Form, for access to the Falcon Consultant environment. 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.

2.15.5 Plan Submittals

In addition to electronic files as described in Part 2, Section 2.16.4 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) or consisting of work packages such as: 1) clearing and grubbing along with erosion and siltation control, 2) grading and drainage, 3) final roadway, and 4) 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 1) a VDOT LD-436 checklist filled out as appropriate for the specific submittal, and 2) a written notice signed by the Design-Build Design Manager that includes 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, FHWA, and Henrico County simultaneously, for review and approval. VDOT shall receive two (2) full-size sets and ten (10) half-size sets of each submission, with the exception of the Released for Construction Plans (see Part 2, Section 2.16.8 below). FHWA shall receive two (2) half-size sets of each submission. Henrico County shall receive two (2) full-size sets and two (2) half-size sets of each submission. The plan submissions shall be delivered to the following addresses:

Virginia Department of Transportation
Attention – David A. Steele, P.E.
2430 Pine Forest Drive
Colonial Heights, VA 23834

Federal Highway Administration
Attention – Vanna P. Lewis, P.E.
400 N. 8th Street, Suite 750
Richmond, VA 23219-4825

Henrico County
Attention – E. Todd Eure
Transportation Development Division Director
Department of Public Works/ County of Henrico
P.O. Box 90775
Henrico, Virginia 23273

VDOT, FHWA, and Henrico County 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, FHWA, and Henrico County comments shall be provided in subsequent submittals. All comment coordination will go through the VDOT Project Manager.

VDOT, FHWA, and Henrico County have 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.

2.15.6 Right of Way Plans

Right of Way Plans and any associated Design Calculations shall be submitted to VDOT, FHWA, and Henrico County simultaneously for review. The time frame for plan review and approval shall be in accordance with the requirements of the Contract Documents. All VDOT, FHWA, and Henrico County comments must be adequately addressed before the Right of Way Plans will be approved. The VDOT Project Manager will coordinate Notice to Commence Right of Way Acquisition will be granted in accordance with Part 2, Section 2.12 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.

2.15.7 Construction Plans

Construction Plans, and any associated Design Calculations, shall be submitted to VDOT, FHWA, and Henrico County simultaneously for review. The time frame for plan review and approval shall be in accordance the requirements of the Contract Documents. All VDOT, FHWA, and Henrico County 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.

2.15.8 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 simultaneously to VDOT, FHWA, and Henrico County**.** VDOT shall receive one (1) full-size set and five (5) half-size sets of Released for Construction Plans, along with all electronic files. Henrico County shall receive two (2) full-size sets and two (2) half-size sets Released for Construction Plans. FHWA shall receive two (2) half-size hard copy sets, along with all electronic files, of the Released for Construction Plans. The plans shall be delivered to the following addresses:

Virginia Department of Transportation
Attention - David A. Steele, P.E.
2430 Pine Forest Drive
Colonial Heights, VA 23834

Federal Highway Administration
Attention – Vanna P. Lewis, P.E.
400 N. 8th Street, Suite 750
Richmond, VA 23219-4825

County of Henrico
Attention – E. Todd Eure
Transportation Development Division Director
Department of Public Works/ County of Henrico
P. O. Box 90775
Henrico, Virginia 23273

2.15.9 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.

2.16 Virginia Occupational Safety and Health Standards

The Project shall comply with Virginia Occupational Safety and Health Standards in accordance with Section 107.17 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). 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 (6) feet or greater.

END OF PART 2 - TECHNICAL INFORMATION & REQUIREMENTS

Exhibit 1 to Part 3
Project-Specific Terms

(Date of Standard Exhibit 1 to Part 3: July 2013)

This Exhibit 1 to Part 3 (2013 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 (2013 General Conditions of Contract Between Department and Design-Builder), and Part 5 (2013 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:

[INSERT DESIGN-BUILDER INFORMATION]

Project No.:	**0005-043-714, P101, R201, C501, B601-B608**
Project:	**Virginia Capital Trail – Park Phase** **Henrico County, Virginia**

PART 3
2013 LUMP SUM DESIGN-BUILD AGREEMENT BETWEEN
DEPARTMENT AND DESIGN-BUILDER

2.1.4 The Department's Request for Proposals (RFP) is dated December 13, 2013.

2.1.7 The list of all final modifications to the Proposal is as follows:

[LIST PROPOSAL MODIFICATIONS BY NUMBER AND DATE]

5.2.1 The **Final Completion Date** is October 30, 2015.

5.2.2 The **Interim Milestone Date** is August 15, 2015.

The Interim Milestone Date for this Project is August 15, 2015, whereas Interim Milestone is defined as having the entire length of the trail paved, open, safe, and usable by pedestrians and cyclists. This includes having the Trailhead facility completed and all bridges constructed and accepted with appropriate railings installed.

The Design-Builder is also advised that due to the 2015 UCI World Road Cycling Championships and significant cycling interest that will be present in the area at that time, the Design-Builder shall not be permitted to work on the Project from September 12, 2015 through October 4, 2015 unless otherwise approved by the VDOT Project Manager.

5.5.1 Liquidated damages for failing to attain Final Acceptance by the Final Completion Date are **One thousand, three hundred and fifty** dollars ($1,350) per day.

5.5.2 Liquidated damages for failing to attain the Interim Milestone by the Interim Milestone Date are **One thousand** dollars ($1,000) per day.

6.1 The **Contract Price** is [***written dollar value***] Dollars ($[***numerical***]).

6.3 The identification of eligible **Asphalt and/or Fuel and/or Steel** price adjustments for this contract is as follows:

[**LIST ASPHALT and/or FUEL and/or STEEL, if any, eligible price adjustments for the Project**]

9.1.1 The Department's Senior Representative is:

[***Name***]
[***Title***]
[***Address***]
[***Telephone Number***]

9.1.2 The Department's Representative is:

[***Name***]
[***Title***]
[***Address***]
[***Telephone Number***]

9.2.1 The Design-Builder's Senior Representative is:

[***Name***]
[***Title***]
[***Address***]
[***Telephone Number***]

9.2.2 The Design-Builder's Representative is:

[***Name***]
[***Title***]
[***Address***]
[***Telephone Number***]

11.1.2 The **Baseline Schedule** shall be submitted within **sixty** (**60**) days of Design-Builder's receipt of the Department's Notice to Proceed.

PART 4
2013 GENERAL CONDITIONS OF CONTRACT BETWEEN DEPARTMENT AND DESIGN-BUILDER

2.2.1 The duration of the **Scope Validation Period** is **ninety** (**90**) days.

[**INSERT ANY ADDITIONAL SPECIFIC SECTION CHANGES TO PART 4**]

PART 5
2013 DIVISION I AMENDMENTS TO THE STANDARD SPECIFICATIONS GENERAL PROVISIONS FOR DESIGN-BUILD CONTRACTS BETWEEN DEPARTMENT AND DESIGN-BUILDER

103.06—Documents Required as a Condition to Award

The portion of the executed Contract submitted by the Successful Offeror shall include the following documents, unless the filing of any of them at a later date is specifically permitted by the RFP or Contract Documents, provided, however notwithstanding

anything to the contrary in the Contract Documents, that the submission of an executed Agreement and Contract Bonds shall always be a precondition to Award

(a) **Contract:** The Agreement executed by the Successful Offeror.

(b) **Contract Bonds:** Contract Bonds shall conform to the requirements of Section 103.05.

(c) **Affidavits and Documents:** Affidavits and documents set forth in the RFP and executed by the Successful Offeror.

(d) **Progress Schedule:** (Not Used)

(e) **Insurance Coverages and Certificates of Insurance:** The Design-Builder shall procure and maintain the insurance coverages required below, in accordance with Paragraph (f) below. Design-Builder shall file certificates of insurance with the Department evidencing the coverages and limits within 15 days after notification of Award of the Contract.

.1. Workers' Compensation and Employer's Liability Insurance, with statutory workers' compensation (Coverage A) limits and employer's liability (Coverage B) limits of $1 million bodily injury by accident or disease, each employee. If necessary, coverage shall be extended to cover any claims under the United States Longshoreman's Act and Harbor Workers Act and Jones' Act as may be appropriate for the Work.

.2 Commercial General Liability Insurance, including coverage for premises and operations, independent contractors, personal injury, product and completed operations, explosion, collapse and underground, and broad form contractual liability with limits of at least $1 million per occurrence and $2 million aggregate, applicable on a per project basis.

.3 Automobile Liability Insurance, with a limit of at least $1 million combined single limit for bodily injury and property damage covering all owned (if any), non-owned, hired or borrowed vehicles on-site or off.

.4 Umbrella/Excess Liability Insurance in excess of the underlying limits noted above for employer's liability, commercial general liability, and automobile liability in the amount of: (a) $5 million per occurrence and in the annual aggregate for Projects with a Contract Price less than $15 million; and (b) $20 million per occurrence and in the annual aggregate for Projects with a Contract Price greater than $15 million.

.5 Architects/Engineers Professional Liability Insurance, covering Design-Builder's lead design engineer for acts, errors or omissions arising

in connection with the Work for not less than: (a) $2 million any one claim and in the aggregate for Projects with a Contract Price less than $50 million; and (b) $5 million any one claim and in the aggregate for Projects with a Contract Price greater than $50 million. Such insurance shall be maintained throughout the duration of any warranty period and for at least three years after the expiration of any warranty period.

.6 Contractor's Pollution Liability Insurance, to indemnify for bodily injury or property damage or amounts which Design-Builder or its agents, Subcontractors, or employees are legally obligated to pay for clean-up/remediation arising out of the work undertaken pursuant to the Contract Documents. Such insurance shall have minimum limits of $5 million any one claim and in the aggregate and shall remain in full force and effect for five years following Final Completion.

.7 Builder's Risk Insurance, to provide coverage for physical loss, destruction or physical damage to the work. Such insurance shall cover Design-Builder, the Department, and all Subcontractors and shall be maintained at a limit of at least 100% of the Contract Price. Such insurance shall include replacement cost coverage for materials, supplies, equipment, machinery, and fixtures that are or will be part of the Project. Coverages shall include but are not limited to the following: right to partial occupancy, earthquake, earth movement, flood, transit, temporary and permanent works, expediting expenses, debris removal, offsite storage, soft costs and commissioning and start-up.

(f) **Insurance Requirements**. Design-Builder shall ensure that all insurances required in Paragraph (e) above contain the following provisions:

.1 With the exception of workers' compensation and architect/engineers' professional liability insurance, the Department shall be named as an additional insured on all policies. Each such policy shall also include the appropriate severability of interest and cross-liability clauses to allow one insured to bring claim against another insured party.

.2 All insurance coverages shall be considered primary and non-contributory with regard to other insurances that might be available to Design-Builder or the Department.

.3 All insurers shall waive rights of subrogation against the Department for any claims covered by insurance required herein.

.4 Any inadvertent errors or omissions by Design-Builder in procuring the insurance required herein shall in no way prejudice the rights of the Department to collect under such policies.

.5 Any deductibles shall be the sole responsibility of Design-Builder.

.6 The insurance shall remain in full force and in effect and will remain in effect for the duration required by the Contract Documents.

.7 No insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to Department.

.8 With the exception of workers' compensation and automobile liability insurance, the insurance policies shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build delivery of the Project.

(g) **Additional Insurance Requirements**

.1 Design-Builder shall require all Subcontractors to carry the same insurance, and in the same amounts, required by Paragraphs (e)(1), (e)(2) and (e)(3) above.

.2 Design-Builder shall file certificates of insurance with the Department evidencing the coverages and limits described above within the times required by Paragraph (e) above. The certificates shall be executed by approved insurance companies authorized to do business in Virginia with a minimum "Best Rating" of "B +" or greater, and shall cover the Contract.

.3 The insurance coverage limits shall not be construed to relieve Design-Builder or Subcontractor(s) of liability in excess of such coverage, nor shall it preclude the Department from taking such actions as are available to it under any other provision of the Contract Documents or otherwise in law.

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
PROJECT-SPECIFIC TERMS

EXHIBIT 6.3(a)
ADJUSTMENT FOR ASPHALT

SPECIAL PROVISION FOR
ASPHALT MATERIAL PRICE ADJUSTMENT
DESIGN-BUILD PROJECTS

August 9, 2013

All asphalt material listed in the attached "Master Listing of Asphalt Material Items Eligible for Price Adjustment" will be adjusted in accordance with the provisions as set forth herein. Other items will not be adjusted, except as otherwise specified in the contract. Any item added through a Work Order which contains Asphalt Material 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 Construction 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 Price Proposals 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. Calculations must be done for each type of Asphalt Material put in place each month, whether the Current Index is higher or lower than the Base Index. The calculation for the adjustment shall be shown as follows:

A = Q x %AC x IC

Where: A = Asphalt Adjustment Dollar Amount
Q = Quantity of Asphalt Material put in place during the month
%AC = % of Asphalt Cement in the Asphalt Material as specified in the Job Mix Formula
IC = Numeric Dollar Difference, either positive or negative, between the Base Index and Current Index

Example Calculation for Negative Price Adjustment (Credit back to VDOT):
7,500 Tons of SM-12.5A put in place during the month (Q), Job Mix is 6.1% Asphalt Cement for SM-12.5A (%AC), Base Index for the Contract is $515/Ton, Current Index is $500/Ton, Difference of - $15.00/Ton (IC)

7,500 Tons SM-12.5A x 6.1% x - $15.00/Ton = - $6,862.50 Adjustment Amount

Example Calculation for Positive Price Adjustment (Paid to the Design-Builder):
10,000 Tons of BM-25.0A put in place during the month (Q), Job Mix is 5.2% Asphalt Cement for BM-25.0A (%AC), Base Index for the Contract is $515/Ton, Current Index is $560/Ton, Difference of + $45.00/Ton (IC)

10,000 Tons BM-25.0A x 5.2% x $45.00/Ton = + $23,400.00 Adjustment Amount

Adjustment of any asphalt material item designated as a price adjustment item which does not contain PG 64-22, except PG 76-22 or PG 70-28, 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. Items the Design-Builder claims in its application of payment for asphalt adjustments must include supporting calculations certified by the Quality Assurance Manager (QAM). These calculations must be completed relative to the calendar month under which the work was performed and shall be submitted for either positive or negative 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.

VIRGINIA DEPARTMENT OF TRANSPORTATION

MASTER LISTING OF
ASPHALT MATERIAL ITEMS ELIGIBLE FOR PRICE ADJUSTMENT
(10-27-09)

ITEM	DESCRIPTION	UNITS	SPECIFICATION
10062	Asphalt-Stab. Open-Graded Material	Ton	313
10416	Liquid Asphalt	Gal	311 312
10420	Blotted Seal Coat Ty. B	Sy	ATTD
10422	Blotted Seal Coat Ty. C	Sy	ATTD
10423	Blotted Seal Coat Ty. C-1	Sy	ATTD
10424	Blotted Seal Coat Ty. D	Sy	ATTD
10598	Ns Asphalt Concrete	Ton	315
10606	Asphalt Concrete Ty. SM-9.5	Ton	315
10607	Asphalt Concrete Ty. SM-12.5A	Ton	315
10608	Asphalt Concrete Ty. SM-12.5D	Ton	315
10609	Asphalt Concrete Ty. SM-12.5E (76-22)	Ton	315
10610	Asphalt Concrete Ty. IM-19.0A	Ton	315
10611	Asphalt Concrete Ty. IM-19.0D	Ton	315
10612	Asphalt Conc. Base Cr. Ty. BM-25.0	Ton	315
10613	Asphalt Concrete Ty. BM-37.5	Ton	315
10635	Asphalt Concrete Ty. SM-9.5A	Ton	315
10636	Asphalt Concrete Ty. SM-9.5D	Ton	315
10637	Asphalt Concrete Ty. SM-9.5E (76-22)	Ton	315
10639	Asphalt Concrete Ty. SM-19.0	Ton	315
10642	Asphalt Concrete Ty. BM-25.0A	Ton	315
10643	Asphalt Concrete Ty. BM-25.0D	Ton	315
10650	Stone Matrix Asphalt SMA-9.5(70-22)	Ton	317
10651	Stone Matrix Asphalt SMA-9.5(76-22)	Ton	317
10652	Stone Matrix Asphalt SMA-12.5(70-22)	Ton	317
10653	Stone Matrix Asphalt SMA-12.5(76-22)	Ton	317
10654	Stone Matrix Asphalt SMA-19.0(70-22)	Ton	317
10655	Stone Matrix Asphalt SMA-19.0(76-22)	Ton	317
10701	Liquid Asphalt Coating	Sy	ATTD
12505	Asphalt Concrete Curb Backup Material	Ton	315
13240	Asphalt Concrete Sidewalk	Ton	504
16110	Emul. Asph. Slurry Seal Type A	Sy	ATTD
16120	Emul. Asph. Slurry Seal Type B	Sy	ATTD
16130	Emul. Asph. Slurry Seal Type C	Sy	ATTD
16144	Latex Mod. Emul. Treat. Type B	Ton	ATTD
16145	Latex Mod. Emul. Treat. Type C	Ton	ATTD
16146	Latex Mod. Emul. Treat. Rutfilling	Ton	ATTD
16161	Modified Single Seal	Sy	ATTD
16162	Modified Double Seal	Sy	ATTD
16249	Nontracking Tack Coat	Gal.	ATTD
16250	Liquid Asphalt Matl. CMS-2 (Mod)	Gal	ATTD

16251	Liquid Asphalt Matl. CMS-2	Gal	ATTD
16252	Liquid Asphalt Matl. CRS-2	Gal	ATTD
16253	Liquid Asphalt Matl. CRS-2H	Gal.	ATTD.
16254	Liquid Asphalt Matl. RC-250	Gal	ATTD
16256	Liquid Asphalt Matl. RC-800	Gal	ATTD
16257	Ns Liquid Asphalt Matl.	Gal	ATTD
16260	Liquid Asphalt Matl. CRS-2L	Gal	ATTD
16325	NS Asphalt Concrete	Ton	N/A
16330	Asphalt Concrete Ty. SM-9.0A	Ton	315
16335	Asphalt Concrete Ty. SM-9.5A	Ton	315
16337	Asph. Conc. Ty. SM-9.5ASL (Spot Level)	Ton	315
16340	Asphalt Concrete Ty. SM-9.5D	Ton	315
16342	Asph. Conc. Ty. SM-9.5DSL (Spot Level)	Ton	315
16345	Asphalt Concrete Ty. SM-9.5E (76-22)	Ton	315
16350	Asphalt Concrete Ty. SM-12.5A	Ton	315
16352	Asph. Con. Ty. SM-12.5ASL (Spot Level)	Ton	315
16355	Asphalt Concrete Ty. SM-12.5D	Ton	315
16357	Asph. Con. Ty. SM-12.5DSL (Spot Level)	Ton	315
16360	Asphalt Concrete Ty. SM-12.5E (76-22)	Ton	315
16365	Asphalt Concrete Ty. IM-19.0A	Ton	315
16370	Asphalt Concrete Ty. IM-19.0D	Ton	315
16373	Asphalt Concrete Ty. IM-19.0A (T)	Ton	315
16374	Asphalt Concrete Ty. IM-19.0D (T)	Ton	315
16377	Asphalt Concrete Ty. BM-37.5	Ton	315
16379	Asphalt Concrete Ty. IM-19.0T	Ton	315
16390	Asphalt Concrete Ty. BM-25.0A	Ton	315
16392	Asphalt Concrete Ty. BM-25.0D	Ton	315
16395	Asphalt Concrete Ty. BM-25.0A (T)	Ton	315
16397	Asphalt Concrete Ty. BM-25.0D (T)	Ton	315
16400	Stone Matrix Asphalt SMA-9.5(70-22)	Ton	ATTD
16401	Stone Matrix Asphalt SMA-9.5(76-22)	Ton	ATTD
16402	Stone Matrix Asphalt SMA-12.5(70-22)	Ton	ATTD
16403	Stone Matrix Asphalt SMA-12.5(76-22)	Ton	ATTD
16404	Stone Matrix Asphalt SMA-19.0(70-22)	Ton	ATTD
16405	Stone Matrix Asphalt SMA-19.0(76-22)	Ton	ATTD
16490	Hot Mix Asphalt Treatment	Ton	ATTD
16500	Surf.Preparation & Restoration Type I	Ton	ATTD
16502	Surf.Preparation & Restoration Type Ii	Ton	ATTD
16504	Surf.Preparation & Restoration Type Iii	Ton	ATTD
67201	NS Asphalt Concrete Overlay	Ton	315
67210	NS Asphalt Concrete	Ton	315
68240	NS Asphalt Concrete	Ton	315

Exhibit 6.3(b)

Form C-16a
August 9, 2013

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
ASPHALT PRICE ADJUSTMENT (PG76-22 or PG 70-28)
DESIGN-BUILD PROJECTS

INSTRUCTIONS - This form is to be completed and returned ONLY when asphalt concrete items containing PG 76-22 or PG 70-28 is being utilized on the project.

PROJECT NUMBER:

DISTRICT:

Bid Prices in this contract for items containing PG 76-22 or PG 70-28 asphalt cement were developed using an f.o.b. price of $_____ per **IMPERIAL** ton for **PG 76-22 or PG 70-28**. This quote is project specific.

Price quotes signed by each supplier from which the Design-Builder proposes to obtain PG 76-22 or PG 70-28 shall be maintained by the Design-Builder. These quotes shall be retained on site during the life of the Contract for review by the Engineer upon request.

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
(Revised) November 5, 2012

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 within the Schedule of Values 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 Schedule of Values 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.: _____

VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR
Design-Build Project Schedule

July 10, 2013

Exhibit 11.1

1. General

Design-Builder shall develop and maintain a project schedule, which shall be used by all involved parties to plan and execute all work required to complete the project. The project schedule will be used by the Department to monitor the project, assess progress, and evaluate the effects of time-related issues on the project. The project schedule shall be prepared, maintained, and submitted in accordance with this provision, unless otherwise directed in writing by the VDOT Project Manager.

A. Scheduling Conference – At the meeting held after the Date of Commencement, Design-Builder shall attend a Scheduling Conference with the VDOT Project Manager to discuss Design-Builder's overall plan to accomplish the Work; the detail work plan for the initial one hundred and twenty (120) calendar days; and scheduling information, project specific requirements, and other key issues necessary for the preparation, maintenance, and submittal of the project schedule.

B. Project Scheduler – For projects with awarded Contract Price of $35 million or more, Design-Builder shall designate a Project Scheduler for the project and shall submit his/her qualifications for the VDOT Project Manager's written approval prior to submission of the Preliminary or Baseline Schedule. The Project Scheduler must have at least three (3) years of verifiable experience in successfully preparing and maintaining schedules on large scale projects of similar type and complexity. Design-Builder shall provide current contacts for verification of the Project Scheduler's qualifications and experience. The Project Scheduler shall be primarily responsible for the development and maintenance of the project schedule and shall be present in all scheduling meetings and discussions on major issues concerning the project schedule.

2. Schedule Submission Requirements

A. Preliminary Schedule – Unless otherwise stated in Exhibit 1, within fifteen (15) days of Design-Builder's receipt of Department's Notice to Proceed, Design-Builder shall submit to Department, for its review and approval, a Preliminary Schedule. At its discretion, Design-Builder may submit in lieu of the Preliminary Schedule, a Baseline Schedule according to Section 11.1.4 of the Agreement and Section 2.B below. Until such time as a Baseline Schedule has been approved by Department, Design-Builder shall provide an update of the Preliminary Schedule every month. The Preliminary Schedule will be used

to monitor and assess progress of the Work until a Baseline Schedule is approved by the Department. The Preliminary Schedule submission shall consist of:

1. **Preliminary Schedule**: A Preliminary Schedule showing at a minimum:

    i) The detailed activities depicting the sequence and dates for any work planned during the first one-hundred and twenty (120) calendar days, including as applicable project milestones, review by the Department, FHWA, and other regulatory agencies; as well as environmental, permits, scope validation period, design, right-of-way, utility, and construction activities.

    ii) Summary level activities depicting the sequence and general timing for work planned after the first one-hundred and twenty (120) calendar days. At Design-Builder's discretion, detailed activities may be shown in lieu of summary level activities.

    iii) Quantities and dollar value of work associated with each activity for which Design-Builder expects to receive payment.

    iv) The project critical path (based on the longest path).

2. **Preliminary Schedule Narrative**: A Preliminary Schedule Narrative describing the Design-Builder's overall plan to accomplish the entire scope of Work and the detailed plan for work planned during the initial one-hundred and twenty (120) calendar days. The narrative shall describe the sequence of work, means and methods, productivity, and other significant scheduling assumptions on which the Preliminary Schedule is based. The narrative shall also describe the project critical path (longest path), work planned during each construction season, and any known or foreseeable issues that may impact the schedule.

3. **Preliminary Earned Value Schedule**: A Preliminary Earned Value Schedule showing Design-Builder's anticipated monthly earnings for the entire Project. The Preliminary Earned Value Schedule shall be prepared using Department's Form C-13CPM, which shall be based on monthly costs data generated from the Preliminary Schedule. The Preliminary Earned Value Schedule submission shall include:

    i) An Activity Cost-loading Report (ACR), showing a breakdown of the quantities and costs for each activity. The ACR shall be grouped by pay items and sorted by activity ID showing:

        a) For each activity the Activity ID, Activity Name, Price/Unit, Budgeted Unit (quantity), Budgeted Cost, Actual Cost, Remaining Cost, and At Completion Cost.

b) Pay item sub-totals of the budgeted units and costs for associated activities.

c) The overall total budgeted cost for the Project.

ii) An Earned Value Schedule using the VDOT Form C-13CPM.

B. Baseline Schedule – Unless otherwise stated in Exhibit 1, within ninety (90) days of Design-Builder's receipt of Department's Notice to Proceed, Design-Builder shall submit to Department, for its review and approval, a Baseline Schedule showing the Design-Builder's initial detailed plan to accomplish the entire scope of the Project according to the Agreement. If the Department does not approve such submission, Design-Builder shall revise and resubmit a Baseline Schedule to Department within seven (7) calendar days of its receipt of Department's comments on such submission. This process shall continue until such time as the Department approves a Baseline Schedule. Upon approval of the Baseline Schedule, it will be the established as the Project "**Schedule of Record (SOR)**". The SOR is the official and only schedule with which all parties will plan and execute all work required to complete the Project and against which progress of the Project and the Design-Builder's performance will be assessed. The Baseline Schedule submission shall consist of:

1. **Baseline Schedule**: A Baseline Schedule depicting the detailed activities required to complete the entire scope of the Project, including as applicable, work to be performed by subcontractors, the Department, and other involved parties. The Baseline Schedule shall be prepared according to the following:

i) Design-Builder shall prepare and maintain the Baseline Schedule using scheduling software that is capable of meeting all requirements of this provision. Design-Builder's scheduling software shall be wholly compatible with the Department's scheduling software system and shall have the capability of creating a back-up copy of the working schedule in "XER" format. The Department's scheduling software system is the latest version of Primavera's Project Management software (currently P6 version 7.0). At the Design-Builder's request, secured access via the internet may be granted to allow the Design-Builder to develop and maintain its schedule in the Department's scheduling software system. Submission of data from another software system where data conversion techniques or software is used to import into Primavera's scheduling software is not acceptable and will be cause for rejection of the submitted schedule.

ii) For each schedule submission, the Project ID shall be unique and shall be defined using the Contract ID as a prefix followed by the submission number (i.e. C00012345DB12_B01, C00012345DB12_U01, etc.).

iii) The project "Must Finish By" date shall be defined with a specified date equal to the "Final Completion" date of the Contract.

iv) The Baseline Schedule shall be developed using a hierarchical WBS, broken down by major phases of the Project, as applicable (i.e. project milestones, project management, design, public involvement, environmental, right-of-way, utility, and construction, etc.). Each major phase of the Project shall be broken down by phase/stage, feature, as applicable. Each phase, stage, or feature shall then be further broken down into rational work packages, as applicable.

v) Each work package shall be broken down into discrete and definable activities, with activity durations generally twenty (20) working days or less. Longer durations may be allowed as approved by the VDOT Project Manager for certain administrative or level of effort activities that are typically performed over longer periods of time. The Work shall be broken down in sufficient details to identify the phase, stage, feature, type of work, deliverable, and specific location in which the work occurs, including as applicable:

a) Project milestones;

b) Administrative activities such as key submittals, notifications, and review by the Department, FHWA, and other regulatory agencies. Activity durations for submissions and approvals or consents required by the Department shall be no less than the Department's minimum review duration identified in Section 3.1 of the General Conditions of Contract;

c) Design activities showing all work required to complete each stage of design and deliverable;

d) Public involvement activities;

e) Scope Validation Period;

f) Environmental and permitting activities;

g) Right-of-way acquisition activities showing all lots/parcels;

h) Utility relocations and adjustments activities broken down by type and specific location;

i) Procurement, fabrication, delivery activities of materials;

j) Construction start-up activities such as mobilization, staging area, surveying, clearing and grubbing, construction access, etc.;

k) Maintenance of Traffic activities;

l) Construction activities broken down by phase, stage, feature, type of work, and specific location, as applicable;

m) Other necessary miscellaneous activities that consume time such as installation and removal of temporary systems or structures such as causeways, shoring, etc.; as well as settlement period, load test, curing, demolition, testing and acceptance period, punch list, clean-up, demobilization, etc.

vi) Each activity shall be named to identify the phase, stage, feature, type of work, and specific location in which the work occurs, as applicable.

vii) Activity calendars shall be assigned using project-level calendars. Use of global calendars is not allowed and shall be cause for rejecting the schedule.

viii) Activity codes shall be defined and assigned to the individual activities to allow for filtering, grouping, and sorting of activities by project phase, responsibility, area, phase, stage, feature, work type, Work Orders, DBE, and other major work category, as applicable. Activity codes shall be assigned using project-level activity codes. Use of global activity codes is not allowed and shall be cause for rejecting the schedule.

ix) Constraints shall be used sparingly and on a case by case basis, as necessary. Constraints such as “Mandatory Start” or “Mandatory Finish” that violate network logic are not allowed and shall be cause for rejecting the schedule. If the Contract includes a specified start-no-earlier-than milestone, then the Contract milestone activity shall be constrained with a “Start On or After” constraint, with a date equal to the date specified in the Contract. If the Contract includes a specified Interim Milestone or Substantial Completion Milestone, then the Contract interim completion milestone activity or substantial completion milestone activity shall be constrained with a “Finish On or Before” constraint, with a date equal to the date specified in the Agreement.

x) Each activity associated with a pay item for which Design-Builder expects to receive payment shall be cost-loaded, using the scheduling software “Material” resource type and according to the following:

a) A material resource shall be defined for each pay item shown in the Schedule of Items submitted in the Proposal, or as approved

by the VDOT Project Manager. Pay item ID codes shall be congruent to the extent possible with the VDOT five-digit standard and non-standard pay item numbers (for example: 00100 – Mobilization).

b) Each proposed pay item material resource shall indicate the Resource ID, Resource Name, Unit of Measure, and Price/Unit as shown in the Schedule of Items, or as approved by the VDOT Project Manager. The pay item material resource ID shall be unique and shall be defined using the Contract ID as a prefix followed by the pay item number (i.e. C00012345DB12.00100).

c) The "Auto Compute Actuals" and "Calculate costs from units" boxes for each pay item material resource shall be marked.

d) A project-specific 20-80 resource curve shall be defined in the scheduling software using the Contract ID as a prefix and assigned to each assigned pay item resource to allocate costs to each associated activity over its duration based on the 20-80 earned value progress payment rules, according to Part 4, Article 6, and Section 6.2.

e) The budgeted units and cost for each assigned pay item resource shall be defined to indicate the quantity and dollar value of work that the activity represents.

f) The aggregate sum of the budgeted units and costs for all activities associated with a pay item shall equal the total quantity and value of the proposed pay item as shown in the Schedule of Items provided in the Proposal.

g) The aggregate sum of the budgeted costs for all activities shall equal the current total Contract Price. Current total Contract Price will be considered to mean the current Contract amount including the original Contract Price and any approved adjustments for authorized changes to the Work. Anticipated payments or payments for adjustments such as asphalt, fuel, steel, retainage, incentives, disincentives, etc., shall not be included.

xi) For projects with awarded Contract Price of $35 million or more, the Baseline Schedule shall be resource-loaded to indicate the labor (manpower), material (re-usable materials), and equipment (machinery or equipment) required to accomplish each activity that represents a major operation. The Baseline Schedule shall be resource-loaded according to the following:

a) Project-specific labor resources using “Labor” resource type as defined in the scheduling software shall be defined and assigned to indicate labor classification, trade, or crew that will perform the work. The labor Resource ID shall be unique and shall be defined using the Contract ID as a prefix followed by a unique code (e.g. C00012345C01.Pipe – Drainage Pipe Crew). Also, the Max Units/Time shall be defined for each labor resource to establish the daily availability limits. Budgeted Units shall be defined for each assignment to establish the total units of time required to perform the activity.

b) Project-specific material resources using “Material” resource type as defined in the scheduling software shall be defined and assigned to indicate re-usable material that will be used to perform the work. The material Resource ID shall be unique and shall be defined using the Contract ID as a prefix followed by a unique code (e.g. C00012345C01.CF1 – Column Forms Set #1). Also, the Max Units/Time shall be defined for each material resource to establish the daily availability limits. Budgeted Units shall be defined for each assignment to establish the total units of time required to perform the activity.

c) Project-specific equipment resources using “Non-Labor” resource type as defined in the scheduling software shall be defined and assigned to indicate equipment or machinery that will be used to perform the work. The non-labor Resource ID shall be unique and shall be defined using the Contract ID as a prefix followed by a unique code (e.g. C00012345C01.CRN – Crane). Also, the Max Units/Time shall be defined for each non-labor resource to establish the daily availability limits. Budgeted Units shall be defined for each assignment to establish the total units of time required to perform the activity.

d) Assigned resource calendars shall be defined using the Contract ID as a prefix.

xii) The project schedule software settings shall be defined according to the following Primavera P6 settings:

a) Schedule dates shall be shown in the “Month-Day-Year” date format, with 2-digit numbers for the month, day, and year (e.g. 05-01-13).

b) Duration type for all activities shall be specified as “Fixed Duration & Units”.

c) The baseline for Earned Value calculations shall be specified as "Project Baseline".

d) The Earned Value technique for computing performance percent complete for the entire project WBS hierarchy shall be specified as "Custom percent complete", with a percent complete value of 20.

e) The "Link Budget and At Completion Cost for not started activities" checkbox in the Project Details Calculation tab shall be marked.

f) The "Reset Remaining Cost and Units to Original" in the Project Details Calculation tab shall be specified.

g) The "Subtract Actual from At Completion" under "When updating actual units or costs" in the Project Details Calculation tab shall be specified.

h) The "Recalculate Actual Units and Cost when duration % complete changes" checkbox in the Project Details Calculation tab shall be unmarked.

i) The "Update units when costs changes on resource assignments" checkbox in the Project Details Calculation tab shall be marked.

j) The "Link Actual and Actual This Period Units and Cost" checkbox in the Project Details Calculation tab shall be marked.

k) Specify "Retained Logic" in the Scheduling Options dialog box for scheduling progressed activities.

l) Specify "Longest Path" in the Scheduling Options dialog box for defining critical activities.

m) Specify "Finish Float = Late Finish – Early Finish" in the Scheduling Options dialog box as the schedule calculation option to compute total float.

xiii) The project schedule shall be calculated using the precedence diagram network logic method (PDM) and the Critical Path Method (CPM). The use of resource-leveling to determine sequence, order, or timing of the activities is not allowed and shall be cause for rejecting the schedule.

2. **Baseline Schedule Narrative**: A Baseline Schedule narrative describing Design-Builder's overall plan to accomplish the Work, as reflected on the Baseline Schedule including, as applicable:

   i) Project milestones including, as applicable Contract milestones and other key events such as start/finish dates for each major phase or stage of the project, major traffic switches, etc.

   ii) Work to be performed by the Department and other involved parties, including when the work must be performed.

   iii) The proposed overall sequence of Work, including where the work will begin and how the work will progress.

   iv) A description of the project critical path (based on the longest path).

   v) Scheduling assumptions including, the proposed means and methods, anticipated daily production rates, and general procedures for accomplishing major operations that are expected to drive the schedule.

   vi) A log identifying the schedule constraints used in the Baseline Schedule and reason for using each constraint.

   vii) A description of the project calendar(s) used in the Baseline Schedule, identifying the Calendar ID, standard number of work days per week, number of shifts per day, and number of hours per day as well as the anticipated number of non-working days per month for each calendar with considerations, as applicable, for holidays, normal weather conditions; as well as for seasonal or other known or specified restrictions (i.e. traffic, local events, environmental, permits, utility, etc.).

   viii) The Contractor's resource plan indicating the number of crews, crew make-up, and major equipment needed to accomplish the Work as planned. The resource plan shall also describe how Design-Builder plans on meeting the resource requirements.

   ix) A log of the applicable DBE participation activities in the schedule for which the Design-Builder intends to claim credit for attaining the DBE goal required in the Contract. The list shall indicate the proposed start/finish dates and durations of the DBE participation activities.

   x) Any known or foreseeable issues that may impact the schedule. Also, describe how the issues will impact the schedule and any actions taken or needed to avoid or mitigate the impact.

3. **<u>Baseline Earned Value Schedule</u>**: A Baseline Earned Value Schedule showing Design-Builder's anticipated monthly earnings for the entire Project. The Baseline Earned Value Schedule submission shall include:

   i) An Activity Cost-loading Report (ACR), showing a breakdown of quantities and costs for each activity. The ACR shall be grouped by pay items and sorted by activity ID showing:

      a) For each activity the Activity ID, Activity Name, Price/Unit, Budgeted Unit (quantity), Budgeted Cost, Actual Cost, Remaining Cost, and At Completion Cost.

      b) Pay item sub-totals of the budgeted units and costs for associated activities.

      c) The overall total budgeted cost for the Project.

   ii) An Earned Value Schedule using the VDOT Form C-13CPM, which shall be based on monthly costs data generated from the Baseline Schedule.

C. Schedule Updates – On or before the tenth (10th) day of each month and as part of the monthly reports required by Section 11.1.9 of Part 3 of the Agreement, Design-Builder shall submit to Department, for its review and approval, an update of the Baseline Schedule (**"Schedule Update"**). The Schedule Update shall reflect the current status of the Project and the plan to complete the remaining work as of the first (1st) day of the month (data date). If Department does not approve such submission, Design-Builder shall revise and resubmit a Schedule Update to Department within seven (7) calendar days of its receipt of Department's comments on such submission. The Schedule Update submission shall consist of:

1. **<u>Schedule Update</u>**: A Schedule Update showing the as-built status of completed and ongoing activities; as well as the sequence and dates during which the remaining activities are scheduled to be completed as of the data date. The Schedule Update shall be based on the most recent approved Schedule and shall be prepared according to the following:

   i) All activities that are completed prior to the current data date shall show actual start and finish dates. All on-going activities shall show an actual start date and remaining duration to indicate the amount of time required to complete the remaining work as of the current data date.

   ii) Activity percent complete for on-going activities shall be based on amount of work completed as of the current data date relative to the total amount of work planned.

iii) Actual units and cost for each assigned work item resource shall be updated based on the 20-80 earned value progress rules (i.e. 20% at initiation and 100% at completion), in accordance with Part 4, Article 6, and Section 6.2.

iv) Activity logic shall be modified as necessary to correct out-of-sequence progress for on-going and remaining activities to reflect the Design-Builder's current plan for completing the remaining work.

v) The project schedule shall be calculated using the current data date.

2. **Schedule Update Narrative**: A Schedule Update Narrative describing the current status of the project, any deviations from scheduled performance, and any changes in Design-Builder's work plan, and the current work plan for accomplishing the remaining work as of the data date. The Schedule Update Narrative shall include a description of:

i) The current status of project milestones including the Contract fixed completion date. It shall also describe any deviations from the date(s) specified in the Contract. If a milestone activity is scheduled to occur later than the date specified in the Contract, provide an explanation stating why the milestone date is forecasted to occur late. Also, describe any actions taken or proposed to correct the delay.

ii) The current status of the Project in terms of progress earnings percent complete based on the actual total earnings to date relative to the current approved Contract value; as well as any progress deficiencies relative to planned progress as indicated on the SOR. If progress is falling behind, describe reasons for the deficiency and any actions taken or proposed to correct the progress deficiency.

iii) The project critical path and any deviations from the SOR.

iv) The work performed since the previous Schedule Update and any deviations from the work scheduled.

v) Any major changes in the Contractor's work plan in terms of sequence of construction, shifts, means and methods, manpower, equipment, or materials.

vi) Any changes made to the SOR since the previous submission. A Claim Digger report (or equivalent) may be used to identify the changes.

vii) Number of days lost due to adverse weather or other factors during the current update period. Provide a list of the lost days, including a description and start/finish times of the weather event or factor;

activities affected and how the activities were affected, and any impacts on the critical path or project milestones. Also, describe any actions taken or proposed to mitigate any resulting delays.

viii) The status of pending issues such as access, permits, conflicts with other related or adjacent work, Work Orders, time extension requests, etc.

ix) Any problems encountered or anticipated since the previous submission, including an explanation of any corrective actions taken or required to mitigate or avoid the effects.

x) Work planned for the next update period and any actions needed to be taken by the Department or other involved parties.

3. **Schedule Update Earned Value**: A Schedule Update Earned Value showing the actual progress earnings to date and the projected earnings for each remaining month, as of the data date. The Schedule Update Earned Value submission shall include:

   i) An Activity Cost-loading Report (ACR) showing the updated cost data in the current Schedule Update as of the data date.

   ii) An updated Form C-13CPM showing the actual earnings to date and projected monthly earnings for the remaining periods as of the data date based on cost data generated from the current Schedule Update.

D. Revised Baseline Schedule – If Department believes that the Work is being performed significantly different from the SOR, or major modifications in logic, activity duration, manpower, or cost are necessary, or are required to incorporate approved changes in the Work, it will submit a written request to Design-Builder. Design-Builder shall respond in writing within seven (7) days, either agreeing with Department's proposed revision, and henceforth providing a **"Revised Baseline Schedule"**, as required by the VDOT Project Manager, or providing justification why the requested revisions should not be accomplished. If revisions cannot be agreed upon either through written correspondence or subsequent meetings, Department and Design-Builder shall agree to attempt to resolve the issues through the dispute resolution process of Article 10 in the General Conditions of Contract. If the Department and the Design-Builder cannot agree on the proposed revisions, the Design-Builder shall proceed under the previously approved Baseline Schedule. At no time shall Design-Builder continue to reflect items of non-concurrence from Department in the Schedule Updates. The Revised Baseline Schedule shall be prepared and submitted in the form of a Baseline Schedule, according to Section 2.B above, except it shall reflect the current status of the completed and on-going activities and actual earnings to date as of the current data date.

Upon approval by the Department, the Revised Baseline Schedule shall replace any previously approved Baseline Schedule as the SOR for the remainder of the Project.

E. Final As-built Schedule – As part of its submission of Final Application for Payment, Design-Builder shall submit the final Schedule Update **(Final As-built Schedule)**. The Final As-built Schedule shall show the actual start and finish dates for all activities in the schedule. Design-Builder shall certify in writing that the Final As-built Schedule accurately reflects the dates on which all activities contained in the schedule were actually performed. The Final As-built Schedule shall be submitted in the form of a Schedule Update according to Section 11.1.5 above.

3. Schedule Submittal Format and Reports

Unless otherwise approved in writing by the VDOT Project Manager, Design-Builder shall submit for each Preliminary Schedule, Baseline Schedule, Schedule Update, or Baseline Revision Schedule submission, the following submittal items and reports, in the formats specified below. Each electronic file submittal shall have a unique file name prefixed by the Contract ID to identify the Contract and type, number, item, and data date of the submission (e.g. C00012345DB01_B01_01-01-13.xer, C00012345DB01_B01_Narrative_01-01-13.pdf, C00012345DB01_B01_FormC-13CPM_01-01-13.xlsx, etc.). The submittals shall include.

1. A transmittal letter to the VDOT Project Manager, identifying the date of submittal and which Schedule is being submitted for review.

2. Two (2) sets of data compact disks ("CD") containing a backup copy of the working schedule in the Primavera proprietary exchange format ("XER") file format; as well as other required electronic file submittals as defined in Section11.1.8.4 below. Each CD shall be labeled to indicate the Contract ID, type of submission, filename, and data date.

3. Two (2) sets of paper copies of the following schedule reports:

    i) Schedule calculation log.

    ii) A legible time-scaled bar-chart plot of the Schedule, organized by WBS, to show for each activity the Activity ID, Activity Name, Original Duration, Remaining Duration, Start and Finish dates, Activity Percent Complete, and Total Float. The bar-chart plot shall identify the project critical path (longest path).

4. Electronic file copies by email of the following:

    i) A backup copy of the working schedule in "XER" file format.

    ii) A copy of the time-scaled bar-chart plot of the project schedule in "PDF" file format.

iii) A tabular Predecessor and Successor Report (PSR) in "PDF" file format to show the predecessors and successors for each activity. The PSR shall be sorted by WBS and in ascending order by Activity ID and shall show for each activity:

a) Activity ID;

b) Activity Name;

c) Original Duration;

d) Remaining Duration;

e) Early Start;

f) Early Finish;

g) Late Start;

h) Late Finish;

i) Free Float;

j) Total Float;

k) Critical ("Yes" or "No");

l) For each predecessor/successor activity, show the Activity ID, Activity Name, Relationship Type, Lag, Free Float, Total Float, Driving ("Yes" or "No"), and Critical ("Yes" or "No").

iv) A copy of the schedule narrative in "PDF" file format.

v) A copy of the Activity Cost-loading Report ("ACR") in "PDF" file format.

vi) A working file copy of the Earned Value Schedule (Form C-13CPM) in "xls" or "xlsx" file format.

vii) A copy of the Earned Value Schedule S-Curve in "PDF" file format.

4. Monitoring the Work and Assessing Progress

The VDOT Project Manager will monitor the Work regularly and will assess progress of the Work monthly relative to the SOR to identify deviations from Design-Builder's scheduled performance and to determine if progress of the Work is satisfactory according to the following:

1. **Monthly Progress Meetings** – At the monthly progress meeting held in accordance with Part 4 General Conditions, Article 2, Section 2.1.8, Design-Builder shall furnish a detailed 4-week look-ahead schedule based on the current schedule update and shall discuss the current status of the project, on-going work, and work planned for the following four (4) weeks.

2. **Progress Evaluation** – Progress will be evaluated by the VDOT Project Manager at the time of the monthly progress pay application on the basis of the Design-Builder's latest approved Schedule Update. The Design-Builder's actual progress will be considered unsatisfactory if any of the following conditions occur.

   i) The actual total earnings percentage for work completed to date, based on the current Pay Application, falls behind the anticipated cumulative late earnings percentage indicated in the SOR by one (1) percent or more.

   ii) The current projected completion date of a Contract milestone is more than fourteen (14) days after the milestone completion date specified in the Agreement, as applicable.

   iii) The current projected completion date of the project is more than thirty (30) days after the lattermost of the Final Completion date or its extension.

3. **Progress Deficiency and Schedule Slippage** – When a monthly progress evaluation shows that the actual progress of the Work is unsatisfactory, the VDOT Project Manager will issue a written notice of unsatisfactory performance to the Design-Builder. Within 14 days from the date of receipt of the VDOT Project Manager's notice, Design-Builder shall respond by submitting a written statement describing any actions taken or proposed by the Design-Builder to correct the progress deficiency. If the Design-Builder's response includes a proposed recovery plan, the current progress schedule update shall be modified accordingly to show the Design-Builder's proposed recovery plan. Design-Builder may submit to the VDOT Project Manager a written explanation and supporting documentation to establish that such delinquency is attributable to conditions beyond its control. If the VDOT Project Manager approves the Design-Builder's recovery plan, the modified progress schedule update showing the recovery plan will be treated as the current update and will not replace the SOR.

   If the Design-Builder fails to respond within the time required, or the response is unacceptable, its prequalification status may be changed as provided in Section 102.01 of Part 5, and the Design-Builder may be temporarily disqualified from bidding on contracts with the Department as provided in Section 102.08 of Part 5, if progress remains unsatisfactory at the time of preparation of the next monthly progress estimate. The VDOT Project Manager may postpone taking these actions when a time extension is under consideration.

5. Schedule Impact Analysis (SIA)

In the event of an excusable delay that extends the completion date of the project beyond the Final Completion date, the Design-Builder shall submit a request for an adjustment to the Agreement within the time period specified in Article 8 of Part 4 – General Conditions, unless directed otherwise in writing by the Engineer. For prospective delays the Contractor shall prepare and submit a SIA based on the TIA method. For retrospective delays the

Contractor shall prepare and submit a SIA based on the Contemporaneous Impact Analysis method. The Contractor shall submit along with its request for an adjustment to the Contract a SIA statement and applicable SIA schedules in accordance with the following.

1. **SIA Statement** – The SIA statement shall include the following.

    i) A description of the delay event, including time, date, and location of the event, if appropriate.

    ii) An explanation of why the delay constitutes a change to the Agreement, including references to applicable portions of the Contract.

    iii) A description of the activities or work items affected and any impact on the project critical path, milestones, or completion date of the project, as applicable.

    iv) A description of any shifts in the project critical path and the reasons for the shifts for each successive schedule update contemporaneous with the delay event relative to the preceding schedule update, as applicable.

    v) A SIA summary showing the data date and calculated completion dates for all applicable milestones and the project completion date for each successive SIA schedule, including as applicable, the SOR, pre-delay unimpacted schedule, any contemporaneous monthly schedule updates, and the post-delay impacted schedule. The SIA summary shall also show any incremental schedule gains or slippages on the project completion date for each SIA schedule. The SIA summary shall also categorized the schedule gain/slippage as excusable compensable, excusable non-compensable, or non-excusable.

    vi) A description of any revisions made to the SIA schedules since the pre-delay schedule update, including added or deleted activities, and changes in logic, activity durations, calendars, and constraints; as well as the reasons for the revisions.

    vii) Any actions taken or needed to avoid or mitigate the delay impacts.

    viii) Any additional information needed to justify the request or facilitate timely resolution of the issue.

2. **SIA Schedules** – The SIA schedule submission shall include the following.

    i) The SOR in place prior to the date the delay event started, showing the project critical path and any applicable milestones.

ii) The most recently accepted project schedule update in place prior to the date the delay event started, showing the current status of the project, including any variances in the durations and completion dates of the critical path activities, milestones, and the project completion date, as applicable, relative to the SOR.

iii) A pre-delay unimpacted schedule, which shall be based on the most recently accepted project schedule update in place prior to the start date of the delay event updated to show the current status of the project, as of the date the delay event started. The pre-delay unimpacted schedule shall also show any variances in the durations and completion dates of the critical path activities, milestones, and the project completion date, as applicable, relative to the most recently accepted project schedule update.

iv) Any contemporaneous monthly schedule updates submitted during the delay event, showing the current status of the project, including any variances in the durations and completion dates of the critical path activities, milestones, and the project completion date, as applicable, relative to the previous monthly schedule update.

v) A post-delay impacted schedule, showing the delay events, affected activities, and the current status of the project, including any variances in the durations and completion dates of the critical path activities, milestones, and the project completion date, as applicable, relative to the pre-delay unimpacted schedule.

Exhibit 11.1.10

Correspondence Tracking Log for Project Records

Date: 12/12/2013

VDOT Project: XYZ Project

Project:

CONTRACT ID #:

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)
C00011111DB00-1	CORR	VDOT to Design-Builder - Notice of Intent Letter	n/a	05/09/2007	VDOT	Design-Builder	Closed	
C00011111DB00-2	CORR	Performance and Payment Bonds	n/a	05/11/2007	Design-Builder	AAA	Closed	
C00011111DB00-3	CORR	Certificate of Insurance	n/a	05/15/2007	Design-Builder	CCC	Closed	
C00011111DB00-4	CORR	SWPP Certification Permit	n/a	05/15/2007	Design-Builder	Design-Builder	Closed	
C00011111DB00-5	CORR	C112 - Binding Agreements	n/a	05/17/2007	Design-Builder	BBB	Closed	
C00011111DB00-6	CORR	VDOT Request for Design-Builder Preconstruction Meeting	n/a	06/09/2007	VDOT	Design-Builder	Closed	
C00011111DB00-7	CORR	Design-Builder to VDOT - Escrow Document Review Meeting	n/a	06/15/2007	Design-Builder	VDOT	Closed	
C00011111DB00-8	CORR	VDOT to Design-Builder - CTB Award	n/a	06/21/2007	VDOT	Design-Builder	Closed	
C00011111DB00-9	MISC	Design-Builder Questions Regarding Final Contract Document Timeline	n/a	06/22/2007	Design-Builder	VDOT	Closed	
C00011111DB00-10	CORR	Design-Builder to VDOT - Preconstruction Meeting	n/a	07/17/2007	Design-Builder	VDOT	Closed	
C00011111DB00-11	CORR	VDOT to Design-Builder - Final Contract Documents	n/a	07/18/2007	VDOT	Design-Builder	Closed	
C00011111DB00-12	MEET	Preconstruction Meeting Minutes	n/a	07/23/2007	Design-Builder	VDOT	Closed	
C00011111DB00-13	CORR	VDOT to Design-Builder - Notice to Proceed	n/a	08/02/2007	VDOT	Design-Builder	Closed	
C00011111DB00-14	CORR	Design-Builder to VDOT Permit Application Request	1	08/02/2007	Design-Builder	VDOT	Closed	
C00011111DB00-15	EMAIL	Geotechnical Investigations - Preliminary Data	2	08/08/2007	Design-Builder	Design-Builder	Closed	
C00011111DB00-16	CORR	Design-Builder to VDOT - Flood Plain Study Inquiry	3	08/09/2007	Design-Builder	VDOT	Closed	
C00011111DB00-17	CORR	Payment Requisition # 1 - First submission	1,2,3	08/10/2007	Design-Builder	VDOT	Closed	
C00011111DB00-18	CORR	Payment Requisition # 1 - Second submission	1,2,3	08/13/2007	Design-Builder	VDOT	Closed	
C00011111DB00-19	MEMO	VDOT Acknowledgement of Receipt of Preliminary Roadway Plans	4	08/14/2007	VDOT	Design-Builder	Closed	
C00011111DB00-20	MEMO	VDOT to Design-Builder - ROW Plan Submittal 1 Comments	5	08/22/2007	VDOT	Design-Builder	Closed	
C00011111DB00-21	CORR	VDOT ID Outstanding Issues to Design-Builder	5	08/24/2007	VDOT	Design-Builder	Closed	
C00011111DB00-22	CORR	VDOT to Design-Builder - Comments Regarding Preliminary Roadway Plans	4	09/05/2007	VDOT	Design-Builder	Closed	
C00011111DB00-23	CORR	Payment Requisition # 2	4,5	09/10/2007	Design-Builder	VDOT	Closed	
C00011111DB00-24	MEMO	NVRPA Comments - Bridge Details	6	09/16/2007	NVRPA	Design-Builder	Closed	
C00011111DB00-25	CORR	Design-Builder to VDOT - Outstanding Issues	n/a	09/18/2007	Design-Builder	VDOT	Closed	
C00011111DB00-26	CORR	FWD: FOIA Request Mrs. Smith	n/a	09/20/2007	VDOT	Design-Builder	Closed	
C00011111DB00-27	CORR	FOIA Response to Mrs. Smith	n/a	09/23/2007	Design-Builder	VDOT	Closed	
C00011111DB00-28	MEMO	Memo to File - Reporting Requirements	n/a	09/25/2007	DDD	File	Closed	
C00011111DB00-29	CORR	Conflict of Interest Request for Determination	n/a	09/27/2007	OAG	VDOT	Closed	
C00011111DB00-30	CORR	VDOT Acknowledgement of Receipt of Final Roadway Plans	7	10/04/2007	VDOT	Design-Builder	Closed	
C00011111DB00-31	CORR	Payment Requisition # 3	6,7	10/10/2007	Design-Builder	VDOT	Closed	
C00011111DB00-32	CORR	VDOT to Design-Builder - Comments Regarding Final Roadway Plans	7	10/17/2007	VDOT	Design-Builder	Closed	
C00011111DB00-33	MEET	Permit Coordination Meeting Minutes	8	10/26/2007	VDOT	Design-Builder	Closed	
C00011111DB00-34	CORR	Town of Leesburg Comment - Utililty Relocation Plans	9	10/27/2007	Design-Builder	VDOT	Open	

SPECIAL PROVISION COPIED NOTE FOR
POLYMER MODIFIED (PG 76-22 and PG 70-28)
ASPHALT CEMENT ADJUSTMENT
DESIGN-BUILD PROJECTS

August 9, 2013

When asphalt concrete mixtures require the use of Performance Graded asphalt cement PG 76-22 or PG 70-28, the Contractor shall show in the space provided on Form C-16A included in the Price Proposal submitted by the Contractor, the f.o.b. cost per ton for asphalt cement PG 76-22 or PG 70-28 upon which bid items containing PG 76-22 or PG 70-28 were developed.

During the life of the Contract, the Contractor shall document to the Department, by invoice signed by the supplier, his cost for PG 76-22 or PG 70-28 used. The Department will then adjust payments for asphalt concrete containing PG 76-22 or PG 70-28 by the difference in the actual f.o.b. price and the f.o.b. quote submitted with the Price Proposal. Adjustments will be made at the time for partial payments for asphalt concrete containing PG 76-22 or PG 70-28 in accordance with the requirements of Section 109.08 in the Division I Amendments (Part 5) of the design-build contract.

In the event the Design-Builder fails to show on Form C-16A of the Price Proposal the f.o.b. cost per ton for asphalt cement PG 76-22 or PG 70-28 upon which material items containing PG 76-22 or PG 70-28 were developed, or during the life of the contract fails to provide the appropriate invoices with the Current Index for asphalt cement PG 76-22 or PG 70-28 for the applicable calendar month during which the work was performed, the Department will base the price adjustment for asphalt concrete containing PG 76-22 or PG 70-28 asphalt cement on the indexes for PG 64-22 in accordance with the Special Provision For Asphalt Material Price Adjustment Design-Build Projects included in the Contract.

Exhibit 3.5.1

Governmental Approvals List

The following will be the responsibility of the Department to obtain:

1. National Environmental Policy Act approval, Categorical Exclusion (September 13, 2013) – completed by VDOT.

2. Preliminary Environmental Certification/Commitments Checklist (November 8, 2013) – completed by VDOT.

3. Preliminary Document Re-evaluation for PSE (Plans, Specifications, and Estimates) Authorization (November 14, 2013) – completed by VDOT.

4. Final Environmental Certification/Commitments Checklist to be completed by VDOT as applicable.

5. Final Document Re-evaluation for Right-of-Way Authorization – to be completed by VDOT as applicable.

6. Final Document Re-evaluation for PSE (Plans, Specifications, and Estimates) Authorization- to be completed by VDOT as applicable.

Exhibit 102.05(g.1)

S102CF2-0813

VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR
USE OF DOMESTIC MATERIAL

July 26, 2013

SECTION 102.05 PREPARATION OF BID of the Specifications is amended to include the following:

In accordance with the provisions of Section 635.410(b) of Title 23 CFR, hereinafter referred to as "Buy America", except as otherwise specified, all iron and steel products (including miscellaneous steel items such as fasteners, nuts, bolts and washers) to be permanently incorporated for use on federal aid projects shall be produced in the United States of America regardless of the percentage they exist in the manufactured product or final form they take. Therefore, "Domestically produced in the United States of America" means all manufacturing processes must occur in the United States of America, to mean, in one of the 50 States, the District of Columbia, Puerto Rico or in the territories and possessions of the United States. Manufacturing processes are defined as any process which alters or modifies the chemical content, physical size or shape or final finish of iron or steel material) such as rolling, extruding, bending, machining, fabrication, grinding, drilling, finishing, or coating whereby a raw material or a reduced iron ore material is changed, altered or transformed into a steel or iron item or product which, because of the process, is different from the original material. For the purposes of satisfying this requirement "coating" is defined as the application of epoxy, galvanizing, painting or any other such process that protects or enhances the value of the material. Materials used in the coating process need not be domestic materials.

For the purposes herein the manufacturing process is considered complete when the resultant product is ready for use as an item in the project (e.g. fencing, posts, girders, pipe, manhole covers, etc.) or is incorporated as a component of a more complex product by means of further manufacturing. Final assembly of a product may occur outside of the United States of America provided no further manufacturing process takes place.

Raw materials such as iron ore, pig iron, processed, pelletized and reduced iron ore, waste products (including scrap, that is, steel or iron no longer useful in its present form from old automobiles, machinery, pipe, railroad rail, or the like and steel trimmings from mills or product manufacturing) and other raw materials used in the production of steel and\or iron products may, however, be imported. Extracting, handling, or crushing the raw materials which are inherent to the transporting the materials for later use in the manufacturing process are exempt from Buy America. The use of foreign source steel or iron billet is not acceptable under the provisions of Buy America. For the purposes of this provision all steel or iron material not meeting the criteria as domestically produced in the United States of America will be considered as "foreign" material. All iron and steel items will be classified hereinafter as "domestic" or "foreign", identified by and subject to the provisions herein.

Domestically produced iron or steel ingots or billets shipped outside the United States of America for any manufacturing process and returned for permanent use in a project would not comply with "Buy America" requirements.

Buy America provisions do not apply to iron or steel products used temporarily in the construction of a project such as temporary sheet piling, temporary bridges, steel scaffolding, falsework or such temporary material or product or material that remains in place for the Contractor's convenience.

Section 635.410(b) of Title 23 CFR permits a minimal amount of steel or iron material to be incorporated in the permanent work on a federal-aid contract. The cost of such materials or products must not exceed one-tenth of one percent of the contract amount or $2500, whichever is greater. The cost of the foreign iron or steel material is defined as its monetary value delivered to the job site and supported by invoices or bill of sale to the Contractor. This delivered to site cost must include transportation, assembly, installation and testing.

In the event the total cost of all "foreign" iron and steel product or material does not exceed one-tenth of one percent of the total contract cost or $2,500, whichever is greater, the use of such material meeting the limitations herein will not be restricted by the domestic requirements herein. However, by signing the bid, the Bidder certifies that such cost does not exceed the limits established herein.

Waivers:

With prior concurrence from Federal Highway Administration (FHWA) headquarters, the Federal Highway Division Administrator may grant a waiver to specific projects provided it can be demonstrated:

1 that the use of domestic steel or iron materials would be inconsistent with the public interest; or

2. materials or products requested for use are not produced in the United States in sufficient or reasonably available quantities and are of satisfactory quality for use in the permanent work.

The waiver request shall be submitted with supportive information to include:

1. Project number\description, project cost, waiver item, item cost, country of origin for the product, reason for the waiver, and

2. Analysis of redesign of the project using alternative or approved equal domestic products

In order to grant such a waiver the request for the waiver must be published in the Federal Register for a period not less than 15 days or greater than 60 days prior to waiving such requirement. An initial 15 day comment period to the waiver will be available to the public by means of the FHWA website: http://www.fhwa.dot.gov/construction/contracts/waivers.cfm. Following that initial 15 day period of review and comment the request for waiver will be published by the FHWA in the Federal Register. The effective date of the FHWA finding, either to approve or deny the waiver request, will be 15 days following publication in the Federal Register.

Only the FHWA Administrator may grant nationwide waivers which still are subject to the public rulemaking and review process.

Alternative Bidding Procedures:

An alternative bidding procedure may be employed to justify the use of foreign iron and\or steel. To qualify under this procedure the total project is bid using two alternatives, one based on the use of domestic products and the other, the use of corresponding foreign source steel and\or iron materials.

In accordance with the provisions of Section 103.02 the Contract will be awarded to the lowest responsive and responsible bidder who submits the lowest total bid based on furnishing domestic iron or steel unless such total exceeds the lowest total bid based on furnishing foreign iron and\or steel by more than 25 percent, in which case the award will be made to the lowest responsive and responsible bidder furnishing foreign iron and\or steel based upon furnishing verifiable supportive data. The

bidder shall submit a bid based on permanently incorporating only domestic iron and\or steel in the construction of the project. The bidder may also submit a bid for the same proposed contract based on being allowed to permanently incorporate corresponding foreign iron and\or steel materials meeting the other contract requirements into the work on the contract. If he chooses to submit such a bid, that alternate bid shall clearly indicate which foreign iron and\or steel items will be permanently installed in the work as well as contain prices for all other items listed in the corresponding domestic proposal to complete a total “Foreign” bid.

In the event the contract is awarded to the bidder furnishing foreign iron and\or steel materials or items the provision for price adjustment of steel items will be permitted, however, price fluctuations shall use the U.S. index as stated in the Special Provision for Price Adjustment For Steel. The Contractor must indicate which corresponding eligible steel items he chooses price adjustment to apply. In the event the contract is awarded to a bidder furnishing foreign iron and\or steel items and during the life of that contract the Contractor discovers he cannot furnish foreign iron and\or steel material as originally anticipated and agreed upon, he shall be responsible to honor the total bid price and furnish such iron and\or steel materials meeting the contract requirements from other sources as necessary to complete the work.

In the event the Contractor proposes to furnish "foreign" iron and steel and can verify a savings in excess of 25 percent of the overall project cost if bid using domestic materials, the Contractor shall submit a second complete paper bid proposal clearly marked “Foreign” including Form C-7 and supportive data supplement on all sheets. Supportive data shall list, but not be limited to, origin of material, best price offer, quantity and complete description of material, mill analysis, evidence or certification of conformance to contract requirements, etc. The “Foreign” bid shall be completed using the best price offer for each corresponding bid item supplying foreign material in the alternative bid and submit the same with the Contractor’s “Domestic” bid. The Contractor shall write the word “Foreign” by the bid total shown on Form C-7 as well as last page of Schedule of Items showing the total bid amount. The bidder shall also contact the State Contract Engineer to inform him that he is also submitting an alternate “Foreign” paper bid..

The information listed on the supportive data sheet(s) will be used to provide the basis for verification of the required cost savings. In the event comparison of the prices given, or corrected as provided in Section 103.01 of the Specifications, shows that use of "foreign" iron and steel items does not represent a cost savings exceeding the aforementioned 25 percent, "domestic" iron and\or steel and prices given there for shall be used and the "100 percent Domestic Items Total" shall be the Contractor's bid.

Certification of Compliance:

Where domestic material is supplied, prior to incorporation into the Work, the Contractor shall furnish to the Department a certificate of compliance (such as may be furnished by steel mill test reports) that all steel and\or iron products supplied to the project except as may be permitted (one-tenth of one percent of the total contract cost or $2,500, whichever is greater) and permanently incorporated into the work satisfies the domestic requirements herein. This certification shall contain a definitive statement about the origin of all products covered under the provisions of Buy America as stated herein.

In lieu of the Contractor providing personal certification, the Contractor may furnish a stepped certification in which each handler of the product, such as supplier, fabricator, manufacturer, processor, etc. furnishes an individual certification that their step in the process was domestically performed.

Exhibit 102.05(g.2)

SF010DF-0712

May 1, 2012
FHWA-1273 (Electronic Version)

The following Form **FHWA-1273** titled **REQUIRED CONTRACT PROVISIONS, FEDERAL-AID CONSTRUCTION CONTRACTS** shall apply to this contract:

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FHWA-1273 – Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

   The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

   Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services,

purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

   a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

   b. The contractor will accept as its operating policy the following statement:

      "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

   a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

   b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

   c. All personnel who are engaged in direct recruitment for the project will be

instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting

agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. 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 and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by

authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. Davis-Bacon and Related Act Provisions

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(I) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(II) The classification is utilized in the area by the construction industry; and

(II) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in

the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing

wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation

or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(I) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(II) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(III) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. **Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. **Certification of eligibility.**

    a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

    b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

    c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. **Violation; liability for unpaid wages; liquidated damages**. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in

excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. **Withholding for unpaid wages and liquidated damages.** The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

   a. The term “perform work with its own organization” refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

      (1) the prime contractor maintains control over the supervision of the day-today activities of the leased employees;

      (2) the prime contractor remains responsible for the quality of the work of the leased employees;

      (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

      (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction

safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

> "Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or
>
> Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or
>
> Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;
> Shall be fined under this title or imprisoned not more than 5 years or both."

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

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that,

should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

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

(2) 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; 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;

(3) 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 (a)(2) of this certification; and

(4) 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.

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

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier

Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

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 participating in covered transactions 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.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

   a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

   b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

Exhibit 102.05(g.3)

SF030AF-0708 Reissued July 2008

VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR
NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals for female and minority participation, expressed in percentage terms of the Contractor's aggregate work force in each trade on all construction works in the covered area, are as follows:

   Females- 6.9%
   Minorities - See Attachment "A"

   The goals are applicable to all the Contractor's construction work performed in the covered area, whether or not it is Federal or federally assisted. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

   The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications, set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established herein. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executives Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs <u>within 10 workings days</u> the award of any construction subcontract in excess of $10,000 at any tier for construction works under this contract. The notification shall list the name, address and telephone number of the subcontractor, employer identification number, estimated dollar amount of the subcontract, estimated starting and completion dates of the subcontract and the geographical area in which the contract is to be performed.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As, used in this provision:

   a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

   b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941;

d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors and Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the coverer area. Covered construction Contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

   a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, shall assign two or more women to each construction project. The Contractor shall specifically ensure that all foreman, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites in such facilities.

   b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

   c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off the street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union, or if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

   d. Provide immediate written notification to the Director when the union or unions which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or women sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

   e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7b above.

   f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper or annual report; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

   g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents and General Foremen prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed and disposition of the subject matter.

   h. Disseminate the Contractor's EEO policy externally by including in any news media advertisement that the Contractor is "An Equal Opportunity Employer" for minority and female, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Directs its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures and tests to be used m the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of Contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for such opportunities through appropriate training or other means.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated, except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. Goals for women have been established. However, the Contractor IS required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner, that is even thought the Contractor has achieved its goals for women, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or nation origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246. as amended.

13. The Contractor, in fulfilling its obligations under these specifications shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from Its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director will proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate and make known to the Department a responsible official as the EEO Officer to monitor all employment related activity, to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors will not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

ATTACHMENT A

Economic Area	Goal (Percent)
Virginia:	
021 Roanoke-Lynchburg, VA	
SMSA Counties:	
4640 Lynchburg, VA	19.3
VA Amherst; VA Appomattox; VA Campbell; VA Lynchburg	
6800 Roanoke, VA	10.2
VA Botetourt; VA Craig; VA Roanoke; VA Roanoke City; VA Salem	
Non-SMSA Counties	12.0
VA Alleghany; VA Augusta; VA Bath; VA Bedford; VA Bland; VA Carroll; VA Floyd; VA Franklin; VA Giles; VA Grayson; VA Henry; VA Highland; VA Montgomery; VA Nelson; VA Patrick; VA Pittsylvania; VA Pulaski; VA Rockbridge; VA Rockingham; VA Wythe; VA Bedford City; VA Buena Vista: VA Clifton Forge; VA Covington; VA Danville; VA Galax; VA Harrisonburg;	

VA Lexington; VA Martinsville; VA Radford; VA Staunton; VA Waynesboro; WV Pendleton.

022 Richmond, VA

SMSA Counties:

6140 Petersburg - Colonial Heights - Hopewell, VA 30.6
VA Dinwiddie; VA Prince George; VA Colonial Heights; VA Hopewell; VA Petersburg.

6760 Richmond, VA 24.9
VA Charles City; VA Chesterfield; VA Goochland, VA Hanover; VA Henrico; VA New Kent; VA Powhatan; VA Richmond.

Non-SMSA Counties 27.9
VA Albemarle; VA Amelia; VA Brunswick; VA Buckingham, VA Caroline; VA Charlotte; VA Cumberland; VA Essex; VA Fluvanna; VA Greene; VA Greensville; VA Halifax; VA King and Queen; VA King William; VA Lancaster; VA Louisa; VA Lunenburg; VA Madison; VA Mecklenburg; VA Northumberland; VA Nottoway; VA Orange; VA Prince Edward; VA Richmond VA Sussex; VA Charlottesville; VA Emporia; VA South Boston

023 Norfolk - Virginia Beach - Newport News VA:

SMSA Counties:

5680 Newport News- Hampton, VA 27.1
VA Gloucester; VA James City; VA York; VA Hampton; VA Newport News; VA Williamsburg.

5720 Norfolk - Virginia Beach - Portsmouth, VA - NC 26.6
NC Currituck; VA Chesapeake; VA Norfolk; VA Portsmouth; VA Suffolk; VA Virginia Beach.

Non-SMSA Counties 29.7
NC Bertie; NC Camden; NC Chowan; NC Gates; NC Hertford; NC Pasquotank; NC Perquimans; VA lsle of Wight; VA Matthews; VA Middlesex; VA Southampton; VA Surry; VA Franklin.

Washington, DC:

020 Washington, DC.

SMSA Counties:

8840 Washington, DC - MD - VA 28.0
DC District of Columbia; MD Charles; MD Montgomery MD Prince Georges; VA Arlington; VA Fairfax; VA Loudoun; VA Prince William VA Alexandria; VA Fairfax City; VA Falls Church.

Non- SMSA Counties 25.2
MD Calvert; MD Frederick; MD St. Marys: MD Washington; VA Clarke; VA Culpeper; VA Fauquier; VA Frederick; VA King George; VA Page; VA Rappahannock; VA Shenandoah; VA Spotsylvania; VA Stafford; VA Warren: VA Westmoreland; VA Fredericksburg; VA Winchester WV Berkeley; WV Grant; WV Hampshire; WV Hardy; WV Jefferson; WV Morgan.

Tennessee:

052 Johnson City - Kingsport - Bristol, TN - VA

SMSA Counties:

3630 Johnson City - Kingsport -Bristol, TN-VA 2.6
TN Carter; TN Hawkins; TN Sullivan; TN Washington; VA Scott: VA Washington; VA Bristol.

Non-SMSA Counties 3.2
TN Greene; TN Johnson; VA Buchanan; VA Dickenson; VA Lee; VA Russell; VA Smyth; VA Tazewell; VA Wise; VA Norton; WV McDowell; WV Mercer.

Maryland:

019 Baltimore MD

Non-SMSA Counties 23.6

MD Caroline; MD Dorchester; MD Kent; MD Queen Annes; MD Somerset; MD Talbot; MD Wicomico; MD Worchester; VA Accomack; VA Northampton.

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.

SF010DF-0712

May 1, 2012
FHWA-1273 (Electronic Version)

The following Form **FHWA-1273** titled **REQUIRED CONTRACT PROVISIONS, FEDERAL-AID CONSTRUCTION CONTRACTS** shall apply to this contract:

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FHWA-1273 – Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

   The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

   Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

   Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated

(not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of

1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

> "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities

and women in the area from which the project work force would normally be derived.

The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. **Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training

programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. **Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

   a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

   b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. **Assurance Required by 49 CFR 26.13(b):**

   a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

   b. 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 and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

   a. The records kept by the contractor shall document the following:

      (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

      (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

      (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

   b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. Davis-Bacon and Related Act Provisions

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth

the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(I) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(II) The classification is utilized in the area by the construction industry; and

(II) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage

determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except

that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(I) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(II) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(III) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview

employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. **Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may

be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. **Certification of eligibility.**

    a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

    b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

    c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. **Violation; liability for unpaid wages; liquidated damages**. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. **Withholding for unpaid wages and liquidated damages.** The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

    a. The term “perform work with its own organization” refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

        (1) the prime contractor maintains control over the supervision of the day-today activities of the leased employees;

        (2) the prime contractor remains responsible for the quality of the work of the leased employees;

        (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

        (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

    b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by

engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

> "Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or
>
> Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or
>
> Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented; Shall be fined under this title or imprisoned not more than 5 years or both."

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

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for

ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

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

(2) 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; 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;

(3) 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 (a)(2) of this certification; and

(4) 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.

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

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions

requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

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 participating in covered transactions 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.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

   a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

   b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a

prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

General Decision Number: VA130016 01/04/2013 VA16

Superseded General Decision Number: VA20120016

State: Virginia

Construction Type: Highway

Counties: Charles*, Chesterfield, Colonial Heights*, Dinwiddie, Goochland, Hanover, Henrico, Hopewell*, New Kent, Petersburg*, Powhatan and Prince George 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	01/04/2013

*** SUVA2010-006 02/01/2011**

	Rates	Fringes

CARPENTER (STRUCTURE).....$ 16.07

CEMENT MASON/CONCRETE FINISHER...$ 14.00

ELECTRICIAN.....$ 25.08

FORM SETTER.....$ 11.00

IRONWORKER, REINFORCING.....$ 14.00

IRONWORKER, STRUCTURAL.....$ 29.80

LABORER

Asphalt Raker.....$ 15.51

Construction Worker I

(Skilled Laborer).....$ 14.74

Construction Worker II

(Laborer).....$ 11.79

Fence Erector.....$ 18.75

Flagger.....$ 8.71

Guardrail Erector.....$ 10.00

Landscape Worker.....$ 8.50

Pipe Layer.....$ 11.00

Power Tool Operator.....$ 11.31

Sign Erector.....$ 18.00

PAINTER.....$ 14.00

POWER EQUIPMENT OPERATOR:

Asphalt Distributor.....$ 15.66

Asphalt Paver.....$ 15.59

Backhoe.....$ 17.07

Boom/Auger.....$ 32.50

Bulldozer (Utility).....$ 9.75

Bulldozer.....$ 14.66

Concrete Paving Machine.....$ 22.00

Concrete Pump.....$ 25.00

Concrete Saw.....$ 16.50

Crane, Derrick, Dragline

(1 cm & under).....$ 20.00

Crane, Derrick, Dragline

(over 1 cm).....$ 20.00

Excavator (Gradall).....$ 20.36

Front End Loader (2 cm &

under).....$ 11.89

Front End Loader (over 2

cm).....$ 18.95

Hydro Seeder.....$ 15.00

Mechanic.....$ 15.00

Motor Grader (Fine Grade)...$ 17.87

Motor Grader (Rough Grade)..$ 15.00

Oiler, Greaser.....$ 25.00

Pavement Marking Operator...$ 23.41

Pavement Marking Truck

Operator.....$ 15.00

Pavement Planing Groundman..$ 9.90

Pavement Planing Operator...$ 15.14

Pile Driver Operator.....$ 23.41

Pipe Boring/Jacking Machine.$ 12.00

Roller (Finish).....$ 12.66

Roller (Rough).....$ 12.00

Scraper Pan.....$ 13.88

Shot Blast Machine.....$ 12.50

Stabilizer.....$ 14.00

Stone-Spreader.....$ 12.80

Tractor (Utility).....$ 10.25

Tractor, Crawlers.....$ 10.00

Trenching Machine.....$ 28.87

Truck Operator (Utility)....$ 10.25

Vacuum Machine.....$ 17.00

TRAFFIC SIGNAL INSTALLER.....$ 30.00

TRUCK DRIVER

Fuel & Lubricant Service

Truck Driver.....$ 14.95

Truck Driver (Multi-Rear

Axle).....$ 16.04

Truck Driver (Single Rear

Axle).....$ 15.66

Truck Driver (Tandem Rear

Axle).....$ 14.43

Truck Driver, Heavy Duty

(7 c.y & under).....$ 13.00

Truck Driver, Heavy Duty

(over 7 c.y.).....$ 15.70

Truck, Utility.....$ 12.95

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 rates.

0000/9999: weighted union wage rates will be published annually each January.

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 majority 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.