

VDOT

Virginia Department of Transportation REQUEST FOR PROPOSALS

A DESIGN-BUILD PROJECT

VIRGINIA CAPITAL TRAIL – NEW MARKET HEIGHTS PHASE

From Long Bridge Road in Henrico County
to

Kimages Road in Charles City County

Henrico County and Charles City County, Virginia

**State Project No.: 0005-964-562, P101, R201, C501, B602-B607
0005-964-562, C502**

**Federal Project No.: OC-5127(789)
ARRA-FS09(048)**

Contract ID No.: C00086279DB51

DATE: March 16, 2012

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PART 1
REQUEST FOR PROPOSALS

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 New Market Heights Phase of the Virginia Capital Trail in Henrico County and Charles City County, Virginia (Project). The purpose of this RFP is to determine which Offeror (the Successful Offeror) will be awarded the Design-Build contract (Design-Build Contract) for the Project.

The Project priorities are:

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

1.1 Procurement Overview

VDOT will use a single-phase selection process on the Project. In accordance with the requirements of this RFP, interested Offerors will submit a Proposal consisting of a Letter of Submittal, Attachments to the Letter of Submittal, and Price Proposal consistent with Section 4.0. Upon completion of the responsiveness review of the Letters of Submittals, Attachments to the Letter of Submittals, and Price Proposals, 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 and Charles City County, Virginia, and includes the design and construction of the Virginia Capital Trail between Long Bridge Road in Henrico County and Kimages Road in Charles City County. The Trail will be located parallel to Route 5.

The Trail will be a 10 feet wide strip of asphalt pavement throughout the Project limits unless otherwise noted in the RFP plans (such as the location of bridges) included in the RFP Information Package. The total length for the New Market Heights Phase of the Virginia Capital Trail is approximately 10.5 miles. Right of way acquisition and utility relocation activities will be the responsibility of the Design-Builder. Refer to Part 2 of the RFP (Technical Requirements) for the scope of work, technical information, and requirements.

A portion of the funds for the Project were appropriated from the Federal American Recovery and Reinvestment Act of 2009 (“ARRA”). Offerors are on notice that projects funded by the ARRA require an additional level of data reporting, and that on this Project will meet the requirements of the ARRA. The Design-Builder shall be responsible for meeting all of the reporting requirements under the ARRA.

2.2 Legislative Authority

Section 33.1-12(2)(b) of the *Code of Virginia* authorizes VDOT and the Commonwealth Transportation Board (CTB) to develop and award contracts using the Design-Build contracting method. In accordance with the law, VDOT completed the Finding of Public Interest (FOPI) dated January 16, 2012. The FOPI is available for inspection upon request.

2.3 Budget

VDOT’s current estimated contract value for this Project is \$10,300,000.

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.

Project Milestones	Date
1. Advertise RFP	03/16/12
2. Pre-Proposal Meeting w/ Offerors	03/28/12 (1:00 pm EST)
3. Utilities Meeting w/ Offerors	03/28/12 (2:30 pm EST)
4. RFP Questions Due to VDOT	04/06/12
5. VDOT Responses to RFP Questions	04/18/12
6. Letter of Submittal/Price Proposal Due	04/25/12 (4:00 pm EST)
7. Open Letters of Submittal/Price Proposals	04/25/12
8. Complete Responsiveness Review	04/27/12
9. Notice of Intent to Award	04/30/12
10. Post Notice of Intent Submittal Due Date	05/03/12
11. CTB Workshop (Approval/Notice to Award)	05/16/12

12.	Design-Build Contract Execution	06/06/12
13.	Notice to Proceed	06/19/12
14.	Substantial Completion	09/30/13
15.	Final Completion	11/22/13

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

.1 Substantial Completion – the Project shall be substantially complete and open for traffic by the date set forth in Part 1, Section 2.4.1.

.2 Final Completion of the entire Project shall be no later than the date set forth in Part 1, Section 2.4.1.

.3 If an Offeror proposes Substantial and Final Completion date(s) 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 this RFP shall be Stephen D. Kindy, P.E. 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 1221 East Broad Street Main Building, 4 th Floor Richmond, VA 23219
Mailing Address:	1401 East Broad Street Richmond, VA 23219
Phone:	(804) 786-6016
Fax:	(804) 786-7221
Email:	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 Offeror.

All written communications to VDOT from Offerors shall specifically reference the correspondence as being associated with “New Market Heights Phase of the Virginia Capital Trail, Project No. 0005-964-562, P101, R201, C501.”

2.6 The RFP Information Package

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

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

2.7 RFP Documents

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

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

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

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

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

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

2.8 Deviations from the RFP Documents

If awarded the Design-Build Contract, the Design-Builder will be obligated to meet all of the requirements of the RFP Documents. If VDOT is willing to modify a requirement in response to any proposed deviation, VDOT will issue an Addendum as appropriate. No deviations from the requirements of the RFP Documents will be valid unless they are submitted by the Offeror in writing and agreed to by VDOT and set forth in an Addendum prior to receipt of the Offeror's Proposal.

2.9 Compliance with Registration and License Requirements

All Offerors and Proposals 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, individual, or professional in nature, and nothing herein is intended to contradict, nor to supersede, State and Federal laws and regulations regarding the same. At the time of submitting Proposals, all Offerors shall be eligible under the law and relevant regulations, to offer and to provide any services proposed or related to the Project. Unless otherwise exempted by § 54.1-401, 54.1-402, or 54.1-402.1, any person, partnership, corporation, or other entity offering or practicing architecture, engineering, or land surveying shall be registered or licensed in accordance with the provision of *Chapter 4, Title 54.1 of the Code of Virginia*. Offerors 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):

All business entities, except for sole proprietorships, are required to register 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 (i.e., organized or existing under the laws of a state or jurisdiction other than Virginia) 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 proprietorships that do not employ other individuals for which licensing is required must be registered in the Commonwealth of Virginia with the Department of Professional & Occupational Regulation, Virginia Board for Architects, Professional Engineers, Land Surveyors and Landscape Architects (<http://www.state.va.us/dpor>). Board regulations require that all branch offices of professional corporations and business entities located in Virginia which offer or render any professional services relating to the professions regulated by the Board be registered with the Board. All branch offices which offer or render any professional service must have at least one full-time resident professional in responsible charge who is licensed in the profession offered or rendered at each branch. All firms involved that are to provide professional services must meet these criteria at the time of submitting a Proposal to the Department. Individual engineers shall meet the requirements of Chapter 4, Title 54.1 of the Code of Virginia.

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 non-mandatory 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 Pineforest Drive, Colonial Heights, in the District Auditorium.

3.3 Utility Meeting

VDOT will hold a non-mandatory Utility Meeting of potential Offerors on the date and time set for in Section 2.4.1 at the VDOT Richmond District Office, 2430 Pineforest 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 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 section 4.1 and Section 4.2. 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 addendum (Form C-78-RFP), attachment 3.4.
- .2 The Price Proposal will consist of the information required by Part 1, Section 4.3.1, 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 identifying the official representative, who will serve as the Point Of Contact for the Offeror. Include representative's title, address, phone and fax numbers, and e-mail address. 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 eighty (180) days after the date the Proposal is submitted to VDOT (Letter of Submittal/ Price Proposal Due Date).

4.1.4 Identify the name, address and telephone number of the principal officer of the legal entity with whom a Design-Build contract with VDOT would be written (e.g., President, Treasurer, Chairperson of the Board of Directors, etc.).

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

4.1.6 Identify the full legal name of both the Lead Contractor and the Lead Designer for this Project. The Lead Contractor is defined as the company that is the prime/general contractor responsible for overall construction of the Project. The Lead Designer is defined as prime design consulting firm responsible for the overall design of this Project.

4.1.7 Give names and detailed addresses of all affiliated and/or subsidiary companies. Indicate which companies are subsidiaries. If a situation arises where you are unsure whether another firm is or is not an affiliate, doubt should be resolved in favor of affiliation and the firm should be listed accordingly. 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 an Offeror has no affiliated and/or subsidiary companies other than the Offeror's legal business entity, the Offeror should include a statement in the Letter of Submittal indicating the same.

If more than one Statement of Qualifications is submitted by an individual, partnership, Corporation, or Joint Venture under the same or different name, then all Statement of Qualifications submitted by that individual, partnership, Corporation or Joint Venture shall be disqualified. A Statement of Qualifications submitted by an Affiliate of an individual, partnership, Corporation or any party of a Joint Venture will be considered as more than one Statement of Qualifications.

4.1.8 Indicate, by executing and returning the attached Certification Regarding Debarment Form(s) Primary Covered Transactions, set forth as Attachment 4.1.8(a) and Certification Regarding Debarment Form(s) Lower Tier Covered Transactions, set forth as Attachment 4.1.8(b) if Offeror, or any affiliated and/or subsidiary companies, or any subconsultant, subcontractor, or any other person or entity identified as a member of Offeror's organization in Part 1, Section 4.2 associated therewith in the capacity of owner, partner, director, officer or any position involving the administration of Federal or State funds:

- .1 Is currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency.
- .2 Has been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years.
- .3 Has a proposed debarment pending; or has been indicted, convicted, or had a civil judgment rendered against it or them by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Any of the above conditions will not necessarily result in denial of award, but will be considered in determining the Offeror's responsibility. For any condition noted, indicate to whom it applies, the initiating agency, and the dates of action. Providing false information may result in federal criminal prosecution or administrative sanctions. For the avoidance of doubt, Attachments 4.1.8(a) and 4.1.8(b) shall be separately completed and executed by Offeror, any affiliated and/or subsidiary companies, and all subconsultants, subcontractors, and any other person or entity identified as a member of Offeror's organization.

4.1.9 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. The Offeror must be in good standing and have the bonding ability to bid on the Project.

4.1.10 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 2.1, 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 2.1, 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.”

4.1.11 Provide a written statement within the Letter of Submittal that the Offeror is committed to achieving a seventeen percent (17%) DBE participation goal for the entire value of the contract.

4.1.12 Provide Substantial Completion and Final Completion Dates. The proposed dates herein shall be no later than the date(s) set forth in Section 2.6.1. The earlier Substantial and Final Completion date(s) will be deemed by VDOT as the contractual completion date(s) for the Design-Build Contract for all purposes, including liquidated damages in accordance with Section 2.6.2.

4.2 Attachments to the Letter of Submittal

4.2.1 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. The Offeror must be in good standing and have the bonding ability to bid on the Project.

4.2.2 Provide a listing, in tabular format, of any business entity on the Offeror’s proposed team who is practicing or offering to practice professional services in Virginia, including, but not limited to, those practicing or offering to practice engineering, surveying, hydrologic and hydraulic analysis, and landscape architecture. To validate Offeror’s compliance with Section 2.10 above, for each such entity, provide full size copies of the SCC and DPOR supporting registration documentation. The listing shall include:

- (a) The SCC registration information shall include the name, registration number, type of corporation and status of the business entity.

(b) 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.

4.2.3 Provide names and detailed addresses of all affiliated and/or subsidiary companies. Indicate which companies are subsidiaries. If a situation arises where you are unsure whether another firm is or is not an affiliate, doubt should be resolved in favor of affiliation and the firm should be listed accordingly. 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 an Offeror has no affiliated and/or subsidiary companies other than the Offeror's legal business entity, the Offeror should include a statement in the Letter of Submittal indicating the same.

If more than one Statement of Qualifications is submitted by an individual, partnership, Corporation, or Joint Venture under the same or different name, then all Statement of Qualifications submitted by that individual, partnership, Corporation or Joint Venture shall be disqualified. A Statement of Qualifications submitted by an Affiliate of an individual, partnership, Corporation or any party of a Joint Venture will be considered as more than one Statement of Qualifications.

4.2.5 Identify on the Lead Contractor Work History Form (Attachment 4.2.5(a)) three relevant projects by the Lead Contractor identified Section 4.1.6, focusing on what the Offeror considers most relevant in demonstrating the Lead Contractor's qualifications to serve as the Lead Contractor for this Project. 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. Additionally, identify the full legal name of the affiliated or subsidiary company, describe their role on this Project and discuss how the Lead Contractor will be responsible for ensuring that work performed by the affiliated or subsidiary company is acceptable and meets the requirements of the RFP. For all projects on the Lead Contractor Work History Form, identify the prime design consultant responsible for the overall project design.

Identify on the Lead Designer Work History Form (Attachment 4.2.5(b)) three relevant projects by the Lead Designer identified in Section 4.1.6, focusing on what the Offeror considers most relevant in demonstrating the Lead Designer's qualifications to serve as the Lead Designer

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

A narrative description should be included on the Work History Form for each project.

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 with their Price Proposal. The purpose of the Price Proposal Checklist is to aid the Offeror in ensuring all submittal requirements have been included in the submittal. Additionally, the Offeror shall:

4.3.1 Specify, on the form set forth in Attachment 4.3.1, the Proposal Price, in both numbers and words. The Proposal Price shall be based upon the Proposal Schedule submitted in Part 1, Section 4.5.2. 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.

4.3.3 Provide a schedule of values for the Price Proposal. This schedule of values shall identify the material quantities and costs of each proposed work package, using the WBS established in the Proposal Schedule submitted through Part 1, Section 4.4.2. The material quantities and costs listed for each proposed work package shall, to the extent possible, correspond to VDOT's list of standard and non-standard pay items. Any items considered for price adjustments shall be identified. The value associated with each work task shall be inclusive of all direct and indirect costs, overhead, profit and any other expenses of any kind. The values and quantities shall be clearly supported by the escrowed pricing documents.

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

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

4.3.6 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.**

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

4.3.8 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)).

4.3.9 Provide the Debarment Forms as set forth in Part 1, Section 4.1.7.

4.4 Post Notice of Intent to Award Submittals

Within seven (7) days of Notice of Intent to Award, or the Post Notice of Intent Submittal due date specified in Section 2.4.1, whichever is later, the Successful Offeror shall deliver to VDOT documents required by this Section for its review and approval. VDOT may seek clarifications on any such documents. If VDOT disapproves any such submittal, VDOT may, in its sole discretion, disqualify the Successful Offeror.

4.4.1 Offeror's Team Structure. The Offeror should provide sufficient information to enable VDOT to understand the Offeror's Team.

4.4.1.1 Key Personnel. Provide the identity of and information about the Key Personnel listed below. This information is to be provided on the Key Personnel Resume Form attached hereto as Attachment 4.4.1.1. Included with such information shall be full size copies of individual registrations/licenses/certifications from appropriate governmental bodies as required below. For each Key Personnel practicing or offering to practice professional services in Virginia provide the DPOR registration number and the expiration date for such Key Person and the office location where each Key Personnel is offering to practice professional services in Virginia.

(a) **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.

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

(c) **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.

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

(e) **Right of Way Manager** – This individual shall be responsible for coordinating all right-of-way acquisition services. The Right of Way Manager will ensure that the acquisition process is in compliance with all applicable laws and regulations. This individual shall be from a firm that is a member of VDOT’s prequalified right-of-way contracting consultants.

4.4.1.2 Organizational Chart. Furnish an organizational chart showing the “chain of command” and identifying major functions to be performed and their reporting relationships in managing, designing and constructing the Project and as required in Section 4.4.1.1. The organizational chart should show a clear separation between Quality Assurance (QA) and construction. This includes separation between QA and construction Quality Control (QC) inspection and field/ laboratory testing. Additionally, furnish a narrative describing the functional relationships and communication among participants, including design and construction team interaction throughout the Project.

4.4.1.3 DBE Subcontracting Plan. Submit a DBE subcontracting plan indicating how the DBE participation goal of seventeen percent (17%) will be met for the entire value of the contract.

4.4.2 Proposal Schedule Furnish a Proposal Schedule, using a Work Breakdown Structure (WBS) employing logical divisions to summarize, sort and categorize activities so the overall Project can be divided into manageable groups such as: Area, Sub-Areas, Phase, Responsibility, etc. The Proposal Schedule should accurately represent the Successful Offeror’s plan for the execution of the Work in compliance with the Contract Documents.

The Proposal Schedule should depict the overall sequence of the full scope of Work on the Project. The Proposal Schedule should depict the WBS, activity durations, Critical Path (based on

the longest path), milestones, Scope Validation Period, permitting and right-of-way acquisition activities, utility relocations, design and construction. The Proposal Schedule should depict reviews by VDOT, FHWA, and other regulatory agencies and provide sufficient float for these Owner-resourced activities to minimize risk of VDOT delay.

Furnish a Proposal Schedule Narrative that describes the Offeror's plan to execute the Work. Provide a description and explanation of the Critical Path and significant assumptions relative to productivity and critical activities.

The Offeror shall provide the Proposal Schedule's source document in electronic format on a CD-ROM. Terms not defined in the RFP shall have the same meanings ascribed to them in the AACE International Recommended Practice No. 10S-90 (Cost Engineering Terminology).

Offerors are to note that in addition to the Proposal Schedule, the Design-Builder will develop and submit a Baseline Schedule in accordance with Part 3, Section 11.1.2. The Design-Builder will update the Proposal Schedule monthly until the Baseline Schedule is approved by VDOT.

4.4.3 Schedule of Values. Provide a schedule of values for the Price Proposal. This schedule of values shall identify the material quantities and costs of each proposed work package, using the WBS established in the Proposal Schedule. The value associated with each work package 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 and reflect the successful Offeror's Proposal Price.

4.4.4 Monthly Payment Schedule. Submit, for the Price Proposal, a proposed monthly payment schedule showing the anticipated schedule on which funds will be required and the associated dollar value for the work. The value of the monthly payment schedule shall correlate with the Proposal Schedule.

4.4.5 Escrow Proposal Documents. 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 charts, schedules, exhibits, and other illustrative and graphical information, all information shall be prepared on 8.5” x 11” white paper.
- Charts, schedules, exhibits, and other illustrative and graphical information may be on 11” x 17” paper, but must be folded to 8.5” x 11”.
- All printing, except for the front cover of the Letter of Submittal and any appendices, must be
 - Times New Roman, with a font of 12-point.
 - Times New Roman 10 point font may be used for filling out information on the Key Personnel Resume Form. (Note, the format and appearance of the Key Personnel Resume Form should not be modified)
- Include page number references in the lower right hand corner.

6.2.3 The Price Proposal shall be provided in hard copy, with only one (1) copy being submitted, and one (1) CD-ROM or DVD-ROM containing the entire Price Proposal in a single cohesive Adobe PDF file.

7.0 QUESTIONS AND CLARIFICATIONS

7.1 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.**

7.2 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.

7.3 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.

7.4 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, right of way, 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 Offeror's 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 eighty (180) 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 eighty (180) 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 Contract Execution and Notice to Proceed

8.3.1 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 VDOT Road and Bridge Specifications. 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.

8.3.2 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 add or delete Offeror responsibilities from the information contained in this RFP.
- .12 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.
- .13 The right to disqualify any Offeror that changes its submittal without VDOT approval.
- .14 The right to change the method of award at any time prior to submission of the Proposals.
- .15 The right to respond to all, some, or none of the inquiries, questions and/or request for clarifications received relative to the RFP.
- .16 The right to negotiate the allocation of prices identified for specific portions of the work depicted within a Price Proposal.

- .17 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:

- Cultural Resources, Inc
 - EEE Consulting, Inc.
- Williamsburg Environmental Group, Inc.

Any Proposals received in violation of this requirement will be rejected.

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 Section 4.5.1 above, 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

The Disadvantaged Business Enterprises (“DBE”) contract goal for this procurement is seventeen percent (17%).

11.5.1 It is the policy of VDOT that DBEs, as defined in 49 CFR Part 26, shall have every opportunity to participate in the performance of construction/consultant contracts. 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.dmb.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
111 East Main Street, Suite 300
Richmond, VA 23219
Phone: (804) 786-2260
Toll Free (VA Only) 1-800-223-0671
www.dmb.e.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
Culpeper, VA 22701
(540) 829-7523

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

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

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

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

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

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

The following informational websites may also be of assistance:

- www.virginia.gov/business/bu_bizDev.asp
- www.virginia.gov/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 eight (6) individuals.

11.7 Escrowed Proposal Documents

11.7.1 Scope

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

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

11.7.2 Ownership

- .1 The EPDs are, and shall always remain, the property of the Successful Offeror, subject to joint review by VDOT and the Successful Offeror, as provided herein.
- .2 VDOT stipulates and expressly acknowledges that the EPDs constitute trade secrets. This acknowledgement is based on VDOT's express understanding that the information contained in the EPDs is not known outside Successful Offeror's business, is known only to a limited extent and only by a limited number of employees of the Successful Offeror, is safeguarded while in Successful Offeror's possession, is extremely valuable to Successful Offeror and could be extremely valuable to Successful Offeror's competitors by virtue of its reflecting Successful Offeror's contemplated techniques of

design and construction. VDOT further acknowledges that Successful Offeror expended substantial sums of money in developing the information included in the EPDs and further acknowledges that it would be difficult for a competitor to replicate the information contained therein. VDOT further acknowledges that the EPDs and the information contained therein are made available to VDOT only because such action is an express prerequisite to Award of Contract. VDOT further acknowledges that the EPDs include a compilation of the information used in Successful Offeror's business, intended to give Successful Offeror an opportunity to obtain an advantage over competitors who do not know of or use the contents of the documentation.

11.7.3 Purpose

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

11.7.4 Format and Contents

- .1 Successful Offerors may submit EPDs in their usual cost estimating format provided that all information is clearly presented and ascertainable. It is not the intention of this Section 11.7 to cause the Successful Offeror extra work during the preparation of the Proposal, but to ensure that the EPDs will be adequate to enable complete understanding and proper interpretation for their intended use. The EPDs shall be submitted in the language (i.e., English) of the Specifications.
- .2 It is required that the EPDs clearly itemize the estimated costs of performing the work of each item contained in Successful Offeror's schedule of values. Cost items shall be separated into sub-items as required to present a detailed cost estimate and allow a detailed cost review. The EPDs shall include: estimates for costs of the design professionals and consultants itemized by discipline both for development of the design, all quantity take-offs, crew size and shifts, equipment, calculations of rates of production and progress, copies of quotes from subcontractors and suppliers, and memoranda, narratives, drawings and sketches showing site or work area layouts and equipment, add/deduct sheets, geotechnical reviews and consultant reports, and all other information used by the Successful Offeror to arrive at the prices contained in the Proposal. Estimated costs shall be broken down into estimate categories for each bid items such as direct labor, repair labor, equipment ownership and operation, expendable materials, permanent materials and subcontract costs as appropriate. Plant and equipment, indirect costs, bond rates and calculations, insurance costs and financing should be detailed. The Successful Offeror's allocation of indirect costs, contingencies, and mark-up shall be identified.
- .3 All costs shall be identified. For bid items amounting to less than \$10,000, estimated unit costs are acceptable without a detailed cost estimate, provided that labor,

equipment, materials and subcontracts, as applicable, are included, and provided that indirect costs, contingencies, and mark-up, as applicable, are allocated.

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

11.7.5 Submittal

- .1 The EPDs shall be submitted in a sealed container to the individual set forth in Section 6.1.1 above, which container shall be clearly marked on the outside with the Offeror's name, date of submittal, Project name, and the words "Escrow Proposal Documents."
- .2 Prior to Award of Contract, EPDs of the Successful Offeror will be transferred to the banking institution referenced in Section 11.7.6 and will be examined, organized, and inventoried by representatives of VDOT, together with members of the Successful Offeror's staff who are knowledgeable in how the Proposal was prepared. This examination is to ensure that the EPDs are legible and complete. It will not include review of, and will not constitute approval of proposed construction methods, estimating assumptions, or interpretations of any RFP Documents or the Design-Build Contract. Examination will not alter any condition or term of the Design-Build Contract.
- .3 If all the documents required by this Section 11.7 have not been included in the original submittal, additional documentation may be submitted, at VDOT's discretion, prior to Award of Contract.
- .4 If the Design-Build Contract is not awarded to the Successful Offeror, the EPDs of the next Offeror to be considered for award shall be processed as described above.
- .5 Timely submission of complete EPDs is an essential element of the Successful Offeror's responsibility and a prerequisite to Award of Contract.
- .6 If Successful Offeror's Proposal is based upon subcontracting any part of the work, each subcontractor whose total subcontract price exceeds ten percent (10%) of the Total Proposal Price proposed by the Successful Offeror, shall provide separate Escrow Documents to be included with those of the Successful Offeror. Such documents shall be opened and examined in the same manner and at the same time as the examination described above for the Successful Offeror.
- .7 If the Design-Builder wishes to subcontract any portion of the work after Award of Contract, VDOT retains the right to require the Design-Builder to submit Escrow Documents from the subcontractor before the subcontract is approved.

11.7.6 Storage

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

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

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

11.7.7 Examination

- .1 The EPDs shall be examined by VDOT and the Design-Builder, at any time deemed necessary by VDOT.
- .2 VDOT may delegate review of EPDs to members of VDOT's staff or consultants. The foregoing notwithstanding, the EPDs and information contained therein may be used in the resolution of any claim or dispute before any entity selected to resolve disputes and in any litigation or arbitration commenced hereunder. No other person shall have access to the EPDs.
- .3 Access to the documents will take place in the presence of duly designated representatives of both VDOT and the Design-Builder, except that, if the Design-Builder refuses to be present or to cooperate in any other way in the review of the documents, VDOT may upon notice to the Design-Builder, review such documents without the Design-Builder being present.

11.7.8 Final Disposition and Return of EPDs

The EPDs of the Design-Builder will be returned to the Offeror 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. Firm(s) handling CII/SSI material will be required to sign non-disclosure agreements. Individuals with the firm(s) that handle CII/SSI material will be required to sign non-disclosure agreements. Once negotiations have been completed and prior to executing a contract, personnel handling CII/SSI material, visiting Critical Infrastructure (CI) facilities or performing bridge/tunnel inspections may be required to 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 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 Design-Builder. A VDOT issued photo-identification badge is required for each employee of the 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 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 purchase the Information Package. Firms desiring to obtain a copy of the bridge inspection report must request a CII/SSI Non-Disclosure Agreement form using the contact information found on the Information Package Order form and return a signed copy for each individual with access to the report.

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 1.0 -- FINDING OF PUBLIC INTERST (FOPI)
- ATTACHMENT 2.6 -- RFP INFORMATION PACKAGE ORDER FORM
- ATTACHMENT 3.4 -- FORM C-78 (ACKNOWLEDGEMENT OF RECEIPT OF RFP, REVISIONS, AND/OR ADDENDA)
- ATTACHMENT 4.0.1.1 -- LETTER OF SUBMITTAL CHECKLIST
- ATTACHMENT 4.0.1.2 -- PRICE PROPOSAL SUBMITTAL CHECKLIST
- ATTACHMENT 4.1.8(a) -- CERTIFICATION REGARDING DEBARMENT (PRIMARY COVERED TRANSACTIONS)
- ATTACHMENT 4.1.8(b) -- CERTIFICATION REGARDING DEBARMENT (LOWER TIER COVERED TRANSACTIONS)
- ATTACHMENT 4.2. 5(a) -- LEAD CONTRACTOR WORK HISTORY FORM
- ATTACHMENT 4.2. 5(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 4.5.1.1 -- KEY PERSONNEL RESUME FORM
- ATTACHMENT 11.7.1 -- ESCROW PROPOSAL DOCUMENTS CHECKLIST
- ATTACHMENT 11.7.9 -- ESCROW AGREEMENT FORM

END OF PART 1
INSTRUCTIONS FOR OFFERORS

**Finding of Public Interest for the Use of Design-Build Contracting Method
New Market Heights Phase of the Virginia Capital Trail:
Charles City County and Henrico County, VA**

The Virginia Department of Transportation (VDOT) has a need to use the design-build procurement method to construct the New Market Heights Phase of the Virginia Capital Trail, located in Charles City County and Henrico County, parallel to Route 5 between Kimages Road (RTE 658) and Long Bridge Road.

This project is one of seven phases of the Virginia Capital Trail and will be the fifth phase to be constructed. The Virginia Capital Trail is a shared use path that will connect Richmond and Jamestown. Once the New Market Heights Phase is completed, there will be approximately forty consecutive miles of Trail completed between Long Bridge Road in Henrico County and the historic Jamestown settlement in James City County.

The benefits of employing the design-build delivery method on this project satisfy the following transportation needs:

- Acceleration of the project schedule. The Design-Builder will be able to perform final design, right of way acquisition, utility relocation and construction activities concurrently. This flexibility will allow the project to be completed 18 to 36 months faster than a typical design-bid-build project. Additionally, completing the project sooner will commit and spend the funding currently allocated for this project at a faster rate than could otherwise be achieved.
 - This project is financed with The American Recovery and Reinvestment Act (ARRA) Enhancement Funds and Open Container Funds. ARRA funds are currently set to expire on 9/30/2013.
- Overall savings. Because the project will finish ahead of schedule, there may be a savings in inflation cost factors.
- Opportunity for innovation on creative ways to work through the challenging terrain issues (wetlands, cultural resources, vertical relief, etc.)

VDOT has a clear understanding of the project scope. Funds will be programmed to enable early delivery. The RFP will not be released until all funding required for the project is in place.

Based on review of public interest findings and the objective criteria previously adopted by the Commonwealth Transportation Board regarding the use of design-build, I find the use of design-build contracting method for the proposed project is in the best interest of the Commonwealth of Virginia.

[Original on File w/ Innovative Project Delivery Division.](#)

Recommended for Approval:

Malcolm T. Kerley, P.E. date
Chief Engineer

Approved:

Gregory A. Whirley date
Commissioner of Highways

ATTACHMENT 2.6

**DESIGN-BUILD
ORDER FORM**

**VIRGINIA CAPITAL TRAIL – NEW MARKET HEIGHTS PHASE
REQUEST FOR PROPOSALS (RFP) INFORMATION PACKAGE AND
SUPPLEMENTAL RFP INFORMATION PACKAGE
LETTER OF SUBMITTAL/PRICE PROPOSAL TO BE SUBMITTED**

Wednesday, April 25, 2012 BY 4:00 PM (prevailing local time)

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:

**VIRGINIA DEPARTMENT OF TRANSPORTATION
STEPHEN D. KINDY, P.E.**

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)

MASTERCHARGE/VISA NO. _____

EXPIRATION DATE: _____

THE RFQ 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.

TO VIEW THE RFP GO TO THE WEBSITE ADDRESS LISTED BELOW

<http://www.virginia.gov/business/request-for-proposals.asp>

RFQ NO.	PROJECT	PACKAGES REQUESTED	TOTAL (\$50.00 per package, price includes 5% Virginia Sales Tax)
		#	\$
C00086279DB51	0005-964-562, P-101, R-201, C-501		

FOR DEPARTMENTAL USE ONLY

RFP PACKAGE MAILED _____
TO BE MAILED _____

MAILED BY _____
CHECKED BY _____

ATTACHMENT 3.4

FORM C-78

(Revised 01/19/09)

Form C-78
Rev.7-13-05

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION**

ORDER NO.	N/A
UPC NO.	86279

ACKNOWLEDGEMENT OF RFP, REVISIONS AND/OR ADDENDA

Acknowledgement shall be made of receipt of any and all revisions and/or addenda pertaining to the above designated project which are issued by the Virginia Department of Transportation prior to the opening date of Price Proposals as shown in the RFP herein. Failure to include this acknowledgement in the Proposals may result in the rejection of your Proposal.

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

1. Cover letter of March 16, 2012
(Date)
2. Cover letter of _____
(Date)
3. Cover letter of _____
(Date)
4. Cover letter of _____
(Date)
5. Cover letter of _____
(Date)
6. Cover letter of _____
(Date)

SIGNATURE

DATE

ATTACHMENT 4.3.4

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

Statement of Qualifications Component	Form (if any)	RFP Cross reference	RFP Page Reference
Letter of Submittal Checklist	Attachment 4.0.1.1	Section 4.0.1	
Acknowledgment of RFP, Revisions and/or Addenda	Attachment 3.4 (Form C-78)	Section 3.4	
Letter of Submittal (on Offeror's letterhead)	N/A	Section 4.1.1	
Offeror's point of contact and official representative	N/A	Section 4.1.1	
Principal officer information	N/A	Section 4.1.4	
Offeror's prequalification certificate	N/A	Section 4.1.9	
SCC registration information	N/A	Section 4.2.2(a)	
DPOR office registration information	N/A	Section 4.2.2(b)	
Licensing Information for Key Personnel	N/A	Section 4.2.2	
Licensing Information for other regulated services	N/A	Section 4.2.2	
Offeror's Corporate Structure	N/A	Section 4.1.5	
Affiliated/subsidiary companies	N/A	Section 4.1.7	
Statement of proposal validity (180 days)	N/A	Section 4.1.3	
Debarment Certification (primary participants)	Attachment 4.1.8(a)	Section 4.1.8	
Debarment Certification (lower-tier participants)	Attachment 4.1.8(b)	Section 4.1.8	

Statement of Qualifications Component	Form (if any)	RFP Cross reference	RFP Page Reference
Offeror's Team Structure	N/A		
Identity of and information about the Key Personnel	N/A	Section 4.5.1	
Key Personnel Resume – DB Project Manager	Attachment 4.5.1.1	Section 4.5.1.1(a)	
Key Personnel Resume – Design Manager	Attachment 4.5.1.1	Section 4.5.1.1(c)	
Key Personnel Resume – Right of Way Manager	Attachment 4.5.1.1	Section 4.5.1.1(e)	
Key Personnel Resume – Construction Manager	Attachment 4.5.1.1	Section 4.5.1.1(d)	
Key Personnel Resume – Quality Assurance Manager	Attachment 4.5.1.1	Section 4.5.1.1(b)	
Experience of Offeror's Team	N/A		
Lead Contractor Work History Form	Attachment 4.2.5(a)	Section 4.2.5	
Lead Designer Work History Form	Attachment 4.2.5(b)	Section 4.2.5	
Quality Assurance and Quality Control	N/A	Section 4.5.1.2	
How Offeror will provide QA and QC for both design and construction elements of the Project	N/A	Section 4.5.1.2	
How the QA/QC organization will operate, including interface with Offerors Organization and VDOT	N/A	Section 4.5.1.2	
Demonstration of how QA and QC functions will be performed independently to maintain the integrity of the QA/QC process.	N/A	Section 4.5.1.2	
Independent Testing Facilities for QA and QC	N/A	Section 4.2.1.2	
Organizational chart	N/A	Section 4.5.1.2	
Chart details the chain of command and reporting relationships	N/A	Section 4.5.1.2	

Statement of Qualifications Component	Form (if any)	RFP Cross reference	RFP Page Reference
ID of specialty subconsultants and subcontractors	N/A	Section 4.5.1	
Proposal Schedule	N/A	Section 4.5.2	
Proposal Schedule Narrative	N/A	Section 4.5.2	
Proposal Schedule	N/A	Section 4.5.2	
Proposal Schedule in electronic format (CD-ROM)	N/A	Section 4.5.2	
Escrow Proposal Documents	N/A	Section 11.7	

ATTACHMENT 4.0.1.2

PRICE PROPOSAL CHECKLIST AND CONTENTS

Price Proposal Component	Form (if any)	RFP Part 1 Cross reference	Price Proposal Page Reference
Price Proposal Checklist and Contents			
Price Proposal Form	Attachment 4.3.2	Section 4.3.1	
Schedule of Values	N/A	Section 4.4.3	
Monthly Payment Schedule	N/A	Section 4.4.4	
Proposal Guaranty	C-24	Section 4.3.6	
Sworn Statement Forms	C-104, C-105	Section 4.3.7	
Minimum DBE Requirements Form	C -111	Section 4.3.8	
DBE Good Faith Effort Documentation Form, If applicable	C – 49	Section 4.3.8	
Certification of Binding Agreement Form	C – 112	Section 4.3.8	
Adjustment for Asphalt Form	Part 3 Exhibit 6.3(a)	Section 4.3.5	
Adjustment for Asphalt Concrete Form	Part 3 Exhibit 6.3(b)	Section 4.3.5	
Adjustment for Fuel Form	Part 3 Exhibit 6.3(c)	Section 4.3.5	
Adjustment for Steel Form	Part 3 Exhibit 6.3(d)	Section 4.3.5	

ATTACHMENT 4.1.7(b)
CERTIFICATION REGARDING DEBARMENT
LOWER TIER COVERED TRANSACTIONS
(To be completed by Lower Tier Participants)

UPC No.: 86279

- 1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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

Signature Date Title

Name of Firm

ATTACHMENT 4.2.5(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 <u>this</u> Project, so the relevancy of that work can be considered accordingly.							

ATTACHMENT 4.2.5(b)

LEAD DESIGNER - WORK HISTORY FORM

(LIMIT 1 PAGE PER PROJECT)

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

ATTACHMENT 4.3.1
PRICE PROPOSAL FORM

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

Proposal Price;

Total Lump Sum _____
_____ (\$ _____)

Date: _____

Signature: _____

Design-Builder: _____

Vendor No.: _____

Attachment 4.3.4(a)
Form C-104 (BIDDER'S STATEMENT)

ORDER NO.: N/A
CONTRACT ID. NO.: C00086279DB51

Form C-104
Rev. 12-9-99

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION



UPC #: 86279

FHWA: TEA-005(411)

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

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

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

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

Attachment 4.3.4(b)
FORM C-105 (BIDDER'S CERTIFICATION)

UPC NO.: 86279
CONTRACT ID. NO.: C00086279DB51

Form C-105
Rev. 12-9-99

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
AFFIDAVIT



UPC #: 86279

FHWA: TEA-005(411)

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)

Attachment 4.3.4(b)
FORM C-105 (BIDDER'S CERTIFICATION)

UPC NO.: 86279
CONTRACT ID. NO.: C00086279DB51

Form C-105
Page 2

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

(Name of Firm) By: _____ (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

**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

COMMONWEALTH 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 _____

COMMONWEALTH 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.

Attachment 4.3.5 (b)

Form C-49
12-16-04
Sheet 3 of 10

**COMMONWEALTH 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

Attachment 4.3.5 (b)

NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY

COMMONWEALTH 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

COMMONWEALTH 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 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.

Attachment 4.3.5 (b)

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

COMMONWEALTH 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 WHICH 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

COMMONWEALTH 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 AGENCIES CONTACTED TO PROVIDE ASSISTANCE

NAMES OF AGENCIES (SEE SPECIAL PROVISION FOR 110.04) 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.

COMMONWEALTH 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.

COMMONWEALTH 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

Attachment 4.3.5 (b)

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 4.5.1.1

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. <ol style="list-style-type: none">1. <i>Note your specific responsibilities and authorities for each assignment, not those of the firm.</i>2. <i>Note whether experience is with current firm or with other firm.</i>3. <i>Provide beginning and end dates for each assignment.</i> (List at least three (3), but no more than five (5) relevant projects for which you have performed a similar function.)

ATTACHMENT 11.7.1

ESCROW PROPOSAL DOCUMENTS CHECKLIST

Project Name: Virginia Capital Trail – New Market Heights Phase
Contract ID Number: C00086729DB51

➤ 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 _____, 2012, by and among the Virginia Department of Transportation (“Department”), _____ (“Offeror”) and _____ (“Escrow Agent”) with reference to the following facts:

WHEREAS, Department has issued a Request for Proposals dated _____ (“RFP”) for the completion of the Virginia Capital Trail – New Market Heights Phase Project (“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 Section 11.7 of the RFP, in _____ 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 area on the premises of Escrow Agent located at _____

_____ 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 delivery 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:

Attention: _____

If to Escrow Agent:

Attention: _____

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: _____
Title: _____

OFFEROR

By: _____
Name: _____
Title: _____

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

_____:

By: _____
Name: _____
Title: _____

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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 and Charles City County, Virginia, and includes the design and construction of the Virginia Capital Trail between Long Bridge Road in Henrico County and Kimages Road in Charles City County. The Trail will be located 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 preliminary design plans included in the RFP Information Package. The total length for the New Market Heights Phase of the Virginia Capital Trail is approximately 10.5 miles. Right of way acquisition and utility relocation activities will be the responsibility of the Design-Builder.

1.2 Anticipated Scope of Work

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) utility relocation; (g) construction of the Project; (h) quality assurance and quality control for design, right of way acquisition and construction; and (i) overall Project Management. Brief descriptions of this anticipated work are set forth below:

1.3 Anticipated Design Services

Design services shall include, but are not limited to: (a) completion of right of way plans and final construction plans; (b) survey, (c) design of drainage facilities, traffic control devices (e.g. signs, pavement markings), maintenance of traffic plans, erosion and sediment control measures, stormwater management facilities, utility relocation and landscaping; and (d) verification of the geotechnical investigation, borings and analysis, materials analysis, and pavement design. Design services shall also include coordination with representatives from VDOT.

A survey for the Project has been developed in English units and in MicroStation CAD platform in accordance with the current VDOT Survey Manual and is available in the RFP Information Package.

A preliminary geotechnical study for the Project has been developed to capture the geological conditions within the project limits and is included in the RFP Information Package. Any additional

investigations and analysis that the Design-Builder may need for their particular design shall be included in the Offeror's scope of work. Any design and subsurface information provided by VDOT should not be considered complete and must be validated, augmented, and certified by the Design Manager as required to provide the final design.

The Design-Builder shall note that the required minimum pavement sections that were approved by VDOT are provided herein. The Design-Builder will be required to validate the minimum pavement sections for final design and construction and notify VDOT of its findings before the end of the Scope Validation Period. If the Design-Builder finds the sections to be inadequate, their notice shall include the proposed changes and the proposed price associated with those changes for approval by VDOT. The Design-Builder shall be responsible for final design and construction of the pavements for this Project in accordance with the Contract Documents. Reference shall be made to the Contract Documents, including the General Conditions, for provisions regarding required investigations and the identification, resolution and responsibility for differing site conditions.

1.4 Anticipated Environmental Services

The Design-Builder will implement all environmental commitments identified in the Categorical Exclusion (CE) and any subsequent re-evaluation; characterize, evaluate and address hazardous materials; address Threatened and Endangered species requirements; and obtain all necessary water quality permits and approvals as described in Section 2 of Part 2 of this RFP.

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.

1.5 Anticipated Utility Services

The Design-Builder shall be responsible for all utility relocation for the Project and shall make all reasonable efforts to design the Project to avoid conflicts with utilities and minimize impacts where conflicts cannot be avoided. No utilities shall remain or be relocated underneath the proposed Trail alignment, unless the utility is located perpendicular to the Trail. Services for utility relocations, adjustments and coordination for the Project shall include all work necessary to perform the relocations, adjustments and coordination of utilities, including the acquisition of easements as required by the Project. The Design-Builder is solely responsible for any schedule delays due to utility relocation associated with the Offeror's design changes and no time extensions will be granted. All costs for utility relocations, excluding betterments, shall be included in the Design-Builder's lump sum bid. Utility betterments, if requested by utility owners, shall not be included in the lump sum bid, but shall be reimbursed to the Design-Builder through a separate agreement with the requesting utility owner.

1.6 Anticipated Right of Way Services

The Design-Builder, acting as an agent on behalf of the Commonwealth of Virginia, shall provide all right of way acquisition services for the Project for right of way and easements, both temporary and permanent, including survey plats for each impacted parcel. VDOT must issue a Notice to Commence Right of Way acquisition prior to any offers being made to acquire property. Similarly, VDOT must issue a Notice to Commence Construction once the property has been acquired prior to commencing construction on the property. The Design-Builder will **NOT** be responsible for the actual cost of purchase of right of way, any and all easements, and miscellaneous fees associated with closings as part of the Project. All Right of Way acquisition costs (compensation paid to landowners for right of way or easements) will be paid by VDOT, and shall not be included in the Offeror's Price Proposal.

The Offeror's proposed design should not exceed the proposed right-of-way limits or permanent and temporary easements as indicated on the preliminary design plans included in the RFP Information Package. The Offeror should specify in its Proposal whether it believes additional property interests and right-of-way are necessary. Should additional right-of-way or easements be required (to accommodate Design Builder's unique solution) above and beyond the limits depicted on the preliminary design plans, the costs of additional right-of-way and/or easements shall be paid by the Design-Builder, including but not limited to any public hearings that may be required, actual payments to property owners and all expenses related to the additional acquisitions and associated legal costs as well as any additional monies paid the landowners to reach a settlement or pay for Court Awards. The Design-Builder is solely responsible for any schedule delays due to additional right of way acquisition associated with the Offeror's design changes and no time extensions will be granted.

1.7 Anticipated Construction Services

Construction services are anticipated to include, but not be limited to: all necessary earthwork, paving, minor structures, temporary and permanent traffic control items, bridges, drainage, landscaping, incidental construction items, monumentation of right-of-way, erosion and sediment control and all other environmental requirements and commitments as described in Section 2 of Part 2 of this RFP. The Design-Builder shall also provide construction engineering inspection and management (to include quality assurance and quality control), and surveying. Quality assurance and quality control responsibilities include plant quality assurance inspection and testing, but excludes items listed under Section 2.11.2 of Part 2 of this RFP.

The Design-Builder shall be responsible for compliance with pre-construction and construction-related permit conditions. The Design-Builder shall assume all obligations and cost 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.

2.0 PROJECT TECHNICAL INFORMATION & REQUIREMENTS

2.1 Standards and Reference Documents

2.1.1 Standards, Specifications, and Reference Documents

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 that were current as of the advertisement date of the RFP for this Project. The Design-Builder must verify and use the latest version of the documents listed herein. The Design-Builder must meet or exceed the minimum roadway design standards and criteria.

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

Deviations from the minimum roadway design standards and specifications may be considered to design and construct this shared use path on a case-by-case basis; however, the Design-Builder is expected to meet or exceed the requirements listed below unless otherwise stated in this RFP or approved in writing by VDOT:

- VDOT Drainage Manual (including current Errata Sheet)
- 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 (2005)
- DOT 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 Acquisition Manual and Utility Manual 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, 1999
- AASHTO A Policy on Geometric Design of Highways and Streets, 2004
- AASHTO A Policy on Design Standards Interstate System, January 2005
- AASHTO Roadside Design Guide, Third Edition, 2006 (updated Chapter 6)
- AASHTO LRFD Bridge Design Specifications, 5th Edition, 2010; and 2010 Interim Specifications
- 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, 4th (2000) Edition
- 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)

In the event of a discrepancy between VDOT and non-VDOT Standards and References listed herein, the VDOT specifications design standards and manuals shall take precedence. Special Provisions included in this contract document or other Special Provisions selected for use in design and construction of this Project that have been approved by VDOT shall govern over the VDOT specifications, design standards and manuals. Special Provision Copy Notes approved by VDOT and requirements specified within the text of this RFP shall govern over both the Special Provisions and VDOT specifications, design standards and manuals. The design criteria noted herein shall govern over information on plans previously developed.

In situations where the information provided in the RFP Information Package reflects the use of Metric units of measurement (i.e. meters, kilograms, cubic meters, etc.) and the applicable standard reflects the use of Imperial units of measurement (i.e. inches, pounds, cubic yards, etc.), the most current applicable standard shall be deemed to apply regardless of the units of measurement indicated. Any necessary conversion of units between systems of measurement will be accomplished in a manner which results in the use of standard industry values for sizes of materials or tolerances.

2.1.2 RFP Information Package

An RFP Information Package DVD-ROM is available for purchase as indicated in RFP Part 1, Section 2.7.4. The RFP Information Package includes the following:

Special Provisions and Supplemental Specifications:

MATERIALS:

- Special Provision Copied Note for Section 211 for Surface and Intermediate Courses using RAP (9/24/07, reissued July 2008)
- Special Provision for Section 302.03 (g) Flowable Backfill (7/30/08, Reissued November 2009)
- Special Provision for Density Control of Embankments (11/26/06)

- Special Provision for Elastic Inclusion (11/24/09)
- Supplemental Specification for Section 211 – Asphalt Concrete (10/13/10)
- Supplemental Specification for Section 212 – Joint Materials (1/17/08)
- Supplemental Specification for Section 214 - Hydraulic Cement (1/28/08)
- Supplemental Specification for Section 215 – Hydraulic Cement Concrete Admixtures (1/28/08)
- Supplemental Specification for Section 217 – Hydraulic Cement Concrete (4/12/10)
- Special Provision for Design-Build Tracking (DBT) Numbers (2/8/08)
- Supplemental Specification for Section 315 - Asphalt Concrete Pavement (10/13/10)
- Special Provision for Lime Modification of Soils (11/23/09)
- Supplemental Specification for Lime Stabilization (10/2/08)
- Supplemental Specification for Section 315 – Asphalt Concrete Pavement (12/12/09)
- Special Provision for Nontracking Tack Coat (12/7/09)
- Special Provision for Concrete Paver Units (3/30/11)
- Special Provision for Volatile Organic Compound (VOC) Emissions Control Areas (8/12/10)
- Supplemental Section 232 – Pipe and Pipe Arches (7/29/10)
- Supplemental Section 302 – Drainage Structures (11/16/09)

BRIDGE:

- Special Provision for Timber Pedestrian Bridge (7/3/07)

GENERAL:

- Special Provision for Minimum Requirements for QA & QC for Design-Build and PPTA Projects, dated January 25, 2010
- Project Communication and Decision Making for Design-Build Projects, dated August 2009
- Supplemental Specification Section 522 – Partnering for Design-Build Projects, dated December 2, 2009
- Special Provision for Use of Domestic Material, dated February 26, 2009
- Special Provision for 2010 Division I Amendments to the Standard Specifications General Provisions for Design-Build Contracts Between Department and Design-Builder
- Special Provision for ARRA Project Requirements, dated February 1, 2010

LANDSCAPING:

- Special Provision for Planting Operations Plan dated October 13, 2010
- Sherwood Forrest Phase planting plans

TRAFFIC:

- Supplemental Specification for Section 512 – Maintaining Traffic (12/2/09)

- Supplemental Specification for Traffic Signs (1/22/09)
- Special Provision for Section 700 – General (12/4/09)
- Special Provision for Section 701 – Traffic Signs (12/4/09)
- Special Provision for Delineators (12/4/09)
- Special Provision for Pavement Markings and Markers (12/4/09)
- Supplemental Specification for Section 700 – General (12/4/09)
- Special Provision for Work Zone Traffic Control Management (11/09)

Environmental:

- Categorical Exclusion completed October 25, 2011
- Hazardous Materials Site Screening Report
- VDOT/VDHR letters
- VDOT Base Map identifying the location of historic properties
- Preliminary Document Reevaluation for PSE Authorization (EQ-200)
- Preliminary Environmental Certification/Commitments Checklist (EQ-103) dated (2/10/12)
- USGS Map showing approximate preliminary wetland and stream locations
- Wetland Preliminary Field Sketches
- Draft Wetland Determination Data Forms
- Table of Estimated Wetland Impacts
- Table of Estimated Stream Impacts
- Water Quality Permit Manual with Appendices revised March 28, 2006
- Virginia Department of Game and Inland Fisheries Comments dated April 26, 2010
- Virginia Department of Conservation and Recreation Comments dated June 11, 2011
- VaFWIS Initial Project Assessment Reports dated January 9, 2012
- U.S. Fish and Wildlife Service Preliminary Species List dated December 21, 2011
- Center for Conservation Biology Virginia Eagles Nest Locator dated January 11, 2012

Preliminary Design:

- Preliminary Design Plans
- Project survey
- Value Engineering Study Report, dated October 20, 2010
- VSMP Permit Registration form (LD-445)
- VSMP Permanent BMP Information form (LD-445A)
- VSMP Permit Fee Registration form (LD-445B)
- VSMP Erosion and Sediment Control and Storm Water Management Plan Certification form (LD-445C)
- VSMP Permit Termination Notice form (LD-445D)
- Stormwater Pollution Prevention Plan Certification (LD-445E)
- Stormwater Pollution Prevention Plan (SWPPP) General Permit (C-45)

- LD-443, the Falcon System Access Security Agreement and the Falcon Access Request Form

Bridge

- Transverse Section, including Handrail Detail
- Hydraulic Impacts of Virginia Capital Trail Footbridges on the New Market Heights Phase Memorandum, dated February 28, 2012

Landscaping

- Guideline for Planting Along Virginia's Roadways dated March 2007

Materials

- Preliminary Geotechnical Data Report, dated December 16, 2011

Hydraulics

- Stormwater Management Report, dated March 14, 2012

Right of Way

- VDOT Right of Way and Utilities Division Right of Way Acquisition Manual
- VDOT Right of Way and Utilities Division Utility Manual 2011

Civil Rights:

- Firm Data Sheet - Consultants and Sub consultants on Project Team
- C-48 - Contractor/Supplier Solicitation and Utilization Form
- C-49 Good Faith Efforts
- Predetermined Wage Rates - Highway

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

2.2 Environmental

2.2.1 Environmental Document

In accordance with the requirements of the National Environmental Policy Act (NEPA), VDOT prepared a Categorical Exclusion (CE) for the Project approved by FHWA on October 25, 2011. The CE is included in the RFP Information Package. A preliminary Document Reevaluation for Plans, Specifications, and Estimates (PS&E) Authorization (EQ-200) and preliminary Environmental Certification/Commitments Checklist (EQ-103) have also been completed by VDOT

and are included in the RFP Information Package.

The Design-Builder shall carry out the environmental commitments during design and construction, as applicable, as identified in the CE, EQ-200, and EQ-103 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 the Document Reevaluation for RW Authorization (EQ-201) for the Project prior to RW authorization once the required documentation has been received and reviewed. Additionally, VDOT must complete the final EQ-103 and EQ-200 forms prior to the VDOT Project Manager releasing any portion of the Project to construction.

Any changes in scope or footprint proposed by the Design-Builder that are acceptable to VDOT may require additional environmental technical studies and analysis to be performed by the Design-Builder. 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 to the Project.

The Design-Builder shall include in the Price Proposal all costs associated with complying with these requirements

2.2.2 Cultural Resources

VDOT has completed coordination with the Virginia State Historic Preservation Office, known as the Virginia Department of Historic Resources (VDHR), in compliance with Section 106 of the National Historic Preservation Act. Fourteen historic properties were identified within the Project's Area of Potential Effects (APE):

<u>VDHR No.</u>	<u>Resource Description</u>
<u>043-5078</u>	<u>Malvern Hill Battlefield</u>
<u>043-5077</u>	<u>Glendale Battlefield</u>
<u>043-5074</u>	<u>First Deep Bottom Battlefield</u>
<u>043-5080</u>	<u>Second Deep Bottom Battlefield</u>
<u>043-0307</u>	<u>Chaffins Farm/New Market Heights Battlefield</u>
<u>043-5073</u>	<u>Fair Oaks/Darbytown Road Battlefield</u>
<u>44HE1107</u>	<u>Earthwork; First Deep Bottom Battlefield</u>
<u>018-0095</u>	<u>High Hills</u>
<u>018-0046</u>	<u>Ladds</u>
<u>018-0079</u>	<u>William Ferguson House</u>
<u>018-5046</u>	<u>House, 400 John Tyler Memorial Highway</u>
<u>018-5048</u>	<u>House, 200 John Tyler Memorial Highway</u>
<u>018-5049</u>	<u>House, 101 John Tyler Memorial Highway</u>
<u>018-5007</u>	<u>Charles City County Rural Historic District</u>

The Project was coordinated in accordance with the attached plans, and the VDHR determined that it would have No Adverse Effect on historic properties providing that Archaeological Site 44HE1107 would be avoided. The VDHR has reviewed and approved VDOT's design around this resource as shown on the attached plans. Copies of the VDOT/VDHR coordination letters and digital mapping showing the coordinated plans relative to all cultural resources identified within the Project's APE are included in the RFP Information Package. The Design-Builder should consider historic properties as design constraints and avoid impacting them. In addition, the Design-Builder shall avoid any other project-related activities on or in the immediate vicinity of these historic properties, including but not limited to staging, borrow/disposal, and any temporary or permanent easements. The Design-Builder should also avoid making changes in the vicinity of Archaeological Sites 44HE1103 and 44HE1106, which are considered potentially eligible for the National Register, but have not yet been formally evaluated.

Given the project's location within six National Register-eligible battlefields and one National Register-eligible historic district, VDOT recommends that the Design-Builder continue to develop the plans provided to them. Any changes proposed in the vicinity of an historic property will require review by VDOT's Cultural Resources staff and could require additional cultural resources work and/or coordination with the VDHR. Should design or construction elements be developed that may affect historic properties, the Design-Builder shall notify the VDOT Project Manager so that the VDOT Cultural Resources staff can review them.

Any changes proposed by the Design-Builder found acceptable to VDOT may require additional cultural resources technical studies which will be performed by Design-Builder. VDOT will be responsible for all coordination with the VDHR relative to these studies and their results. 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.

2.2.3 Water Quality Permits

The Design-Builder is responsible for obtaining all water quality permits required to construct the Project (including utility relocations). The Design-Builder will be the Permittee. 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.

VDOT conducted a preliminary wetland delineation in 2009. Draft Wetland Determination Data Forms are included in the RFP Information Package and their boundaries are shown on the Preliminary Design Plans in the RFP Information Package. Tables quantifying approximate wetland and stream impacts are included in the RFP Information Package. The Offeror shall be advised that wetland and stream limits identified were cursory in nature and the Draft Wetland Determination Data Forms are incomplete. This information is provided for initial informational purposes, and has not yet been confirmed by the appropriate regulatory agencies. The Design-Builder is responsible for

ensuring that all wetlands and streams are correctly identified, delineated and confirmed, 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 be responsible for compliance with all pre-construction and 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 compensatory mitigation for the Project.

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.

All costs necessary for permit acquisition and compensation shall be included in the Offeror's lump sum price. Any fines associated with environmental permit or regulatory violations shall be the responsibility of the Design-Builder.

2.2.4 Threatened and Endangered Species

VDOT received comments from the Virginia Department of Game and Inland Fisheries (VDGIF) on April 26, 2010 and Virginia Department of Conservation and Recreation (DCR) on June 11, 2011. VDOT also obtained a Preliminary Species List from the U.S. Fish and Wildlife Service (FWS) Information, Planning, and Conservation System (IPaC) on December 21, 2011. These materials identified the potential for the following state and federal listed threatened and endangered (T&E) species in the project area: Small Whorled Pogonia, Sensitive-Joint Vetch, Swamp Pink, Peregrine Falcon, and Bald Eagle. Correspondence and reports listing these species are included in the RFP Information Package.

The Design-Builder shall be advised that new and updated T&E information is continually being added to agency databases. The Design-Builder will be responsible for coordination with and obtaining updated information, requirements, and clearances from state and federal environmental regulatory agencies that provide threatened and endangered species oversight. The Design-Builder is responsible for compliance with state and federal laws and regulations governing T&E species, to include complying with the Endangered Species Act on behalf of FHWA, the lead federal agency, and partnering with them on informal and formal consultation with the U.S. Fish and Wildlife Service. This T&E species coordination is also a standard component of the state and federal 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 annual survey window for the Small Whorled Pogonia is typically approximately May through June. In order to meet the 2012 survey window, VDOT is conducting a habitat assessment and survey for the Small Whorled Pogonia within the existing and proposed right of way limits shown on the Preliminary Design Plans in the RFP Information Package. This is being done by an individual meeting FWS qualifications and the findings of this investigation will be made available on or before the date the Notice to Proceed is issued. The design-Builder will be responsible for any other habitat or species surveys for any other species, as appropriate.

The Design-Builder shall provide to the VDOT Project Manager copies of all documentation and correspondence with regulatory agencies and FHWA prior to releasing any portion of the Project to construction.

All costs associated with complying with these requirements shall be included in the Design-Builder's lump sum price.

2.2.5 Hazardous Materials

VDOT performed a review of potential hazardous materials sites and identified one site – Plan Roll 2, southeast corner of intersection with Turkey Island Road and Route 5 with recognized environmental conditions that indicate a potential for the presence of hazardous materials. This review is documented in the Hazardous Materials Site Screening Report and is included in the RFP Information Package. Other sites identified in this report include several sites where biosolids have historically been applied for agricultural purposes. The Virginia Department of Environmental Quality does not restrict the use of soil with incorporated biosolids but, where practical, the Design-Builder shall limit the off-project disposal of these soils. During the Scope Validation Period, the Design-Builder will be responsible for performing any additional studies to characterize the identified potential contamination source(s) as well as any other sources and to evaluate impacts to Project construction. The Design-Builder shall include in the price proposal all costs associated in complying with the above hazardous materials studies. The Design-Builder will be responsible for taking all necessary measures - through remediation and/or other management actions - required to address hazardous materials that materially impact construction and/or long-term maintenance of the Project. The Design-Builder will **NOT** be responsible for the hazardous materials remediation costs. As used in this RFP, the term “hazardous materials remediation costs” means the actual price paid for hazardous materials remediation and does not include the cost to perform hazardous materials studies. The Design-Builder shall develop and submit a workplan for hazardous materials remediation and obtain VDOT approval prior to initiating remediation. All hazardous materials remediation costs will be paid, if and when necessary, by VDOT under a Work Order in accordance with Article 9 of Part 4 (General Conditions of Contract), and shall not be included in the Offeror's

Lump Sum Bid. Notwithstanding the foregoing provision, should additional hazardous materials remediation be required to accommodate Design-Builder's unique solution (and/or Contractor's means, methods and resources used during construction) outside the right of way limits depicted on the preliminary drawings included in the RFP Information Package, then all hazardous materials remediation costs for such additional remediation shall be paid by the Design-Builder.

All solid waste, hazardous waste, and hazardous materials used or generated by the Design-Builder shall be managed in accordance with all applicable federal, state, and local environmental regulations. The Design-Builder shall notify the VDOT Project Manager immediately of all instances involving the spill, discharge, dumping or any other releases of hazardous materials into the environment and shall provide all required notifications and response actions. The Design-Builder shall be responsible for the development of a Spill Prevention, Control, and Countermeasure Plan as required by regulation and for submission of any required plan to the VDOT Project Manager prior to start of construction. The Design-Builder shall review all the staging areas for the presence of obvious contamination or other hazardous materials prior to use, and notify the VDOT Project Manager if such conditions are identified.

2.2.6 Environmental Compliance

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

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 or any environmental restoration activities associated with violations shall be the responsibility of the Design-Builder.

The Design-Builder shall include in the Price Proposal all costs associated with complying with these requirements.

2.3 Roadway/ Trail

Functional Classification

The Virginia Capital Trail is a Multiuse Trail (Shared Use Path) and is adjacent to Route 5, a Rural Minor Arterial with a 60 mph Design Speed. The Design Speed for the Multiuse trail is 20 mph and the design shall adhere to the design standards established in Section A-5 of the VDOT Road Design Manual. Sight Distance requirements are to be based on the VDOT Road Design

Manual. It is important to note that the Height of Eye is to be assumed at 4.5 feet and the Height of Object at 0 feet for sight distance calculations. Additionally, note that stopping sight distance equations may not hold for vertical curves with small vertical relief.

The Design Builder shall submit plans for right-of-way and construction approval in English units.

Proposed Improvements

The Project includes design, right-of-way acquisition and construction of the New Market Heights Phase of the Virginia Capital Trail as illustrated on the preliminary plans included in the RFP Information Package. The Design-Builder shall design and construct the trail within the proposed right-of-way and permanent and temporary easements as depicted in the preliminary plans. The Route 5 tree canopy shall be maintained to the greatest extent possible. Impacts to the Route 5 tree canopy shall not exceed those indicated on the preliminary plans unless otherwise approved in writing by the VDOT Project Manager. The trail shall be offset the maximum available distance from Route 5. The offset distance shall meet or exceed the offset indicated in the preliminary plans unless otherwise approved in writing by the VDOT Project Manager. Adjusting the alignment of the trail to avoid utilities, cultural resources, hydraulic features, etc. is encouraged; however, the Design-Builder is solely responsible for any schedule delays and associated costs adjusting the alignment may cause.

The New Market Heights Phase of the Virginia Capital Trail will be 10 feet wide with 3 feet wide graded shoulders on either side. A 2% cross slope shall be maintained as depicted in the preliminary plans included in the RFP Information Package. Varying the direction of the cross slope is acceptable to facilitate drainage across the trail as necessary. All entrances shall be paved from the Route 5 edge of pavement to a minimum of 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. If the entrance tie-ins extend past the existing right-of-way limits, temporary construction easements shall be acquired.

All other requirements, including adherence to the Americans with Disabilities Act Accessibility Guidelines (ADAAG) 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 1999, shall be met.

The design of the Project will require coordination with representatives from FHWA and VDOT as applicable.

2.4 Survey

The survey included in the RFP Information Package is in English units and in accordance with the current VDOT Survey Manual and Offerors will be entitled to rely upon the accuracy of the data specifically set forth therein. Notwithstanding this, Offerors are advised that such survey is not

represented to be complete for purposes of designing the Project, and that Design-Builder's scope of work includes performing all additional surveying that is necessary to supplement the above-referenced survey as required for design purposes. This includes the preparation of survey plats as required for right-of-way acquisition.

Offerors should be aware that Virginia Code 33.1-94 requires that "Notice 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 Offeror will be responsible to reset or relocate any survey control damaged, destroyed or within the foot print of the final design construction limits. The control will be reestablished by a land surveyor licensed in the Commonwealth of Virginia with LD-200 information and supporting computations submitted to the Project Manager.

2.5 Bridges

The bridges proposed in the preliminary plans shall be timber structures and shall be designed and constructed in accordance with the Timber Pedestrian Bridge Special Provision that is included in the RFP Information Package. The preliminary plans depict the approximate size, location and concept of each proposed structure. The final span lengths, size of superstructure members and substructure elements and maintenance of traffic shall be determined by the Design-Builder. The configuration and width of all bridge structures shall be in accordance with the Transverse Section, including Handrail Detail, provided in the RFP Information Package.

Additionally, proposed bridges shall be designed to meet all applicable hydraulic and environmental requirements. The bridges identified in the preliminary 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 and environmental requirements are satisfied. A Memorandum detailing the Hydraulic Impacts of Virginia Capital Trail Footbridges on the New Market Heights Phase (dated February 28, 2012) is included in the RFP Information Package for reference.

2.5.1 Shop Drawings

The Design-Builder shall review and approve working/shop drawings and submit three approved sets to the VDOT Project Manager. Reference should be made to Section 105.10 of the Division I Amendments (Part 5) to the Standard Specifications. The working/shop drawings shall be approved by a registered, licensed, Professional Engineer holding a valid license to practice engineering in the Commonwealth of Virginia.

2.5.2 Safety and Acceptance Inspection for the Proposed Bridges

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

1. An inspection performed by VDOT in accordance with National Bridge Inspection Standards (“NBIS”) requirements as defined by 23 CFR Part 650 is required prior to opening all or a portion of the new structure to the public. The Design-Builder shall rectify any instance of non-compliance for VDOT approval prior to opening all or a portion of the new structure to the public.

2. A final acceptance inspection performed by VDOT in accordance with NBIS requirements as defined by 23 CFR Part 650 is required after demolition of the existing structure and prior to Substantial Completion. The Design-Builder shall rectify any instance of non-compliance for VDOT approval prior to Substantial Completion.

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

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

The Design-Builder shall provide a minimum of thirty (30) days notice to VDOT whenever it requires VDOT to undertake an inspection. These inspections shall be included in the Baseline Schedule. 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 contained in Section 2.2.

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 inspection will be performed.

The Design-Builder shall include in the Price Proposal all costs associated with complying with these requirements.

2.6 Geotechnical Work

A preliminary geotechnical study for the Project 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 Material Division and Section 700.04(c) of the 2007 VDOT Road and Bridge Specifications; however, the Design-Builder may reduce the boring frequency to 1 every 400 feet along the centerline of the proposed Trail alignment provided one 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. 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, 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. Print outs 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 and their depth limits in accordance with the requirements outlined in Chapter 3 of the VDOT MOI’s 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’s 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 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, (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 Department for its review all geotechnical design and construction memoranda and/or reports that summarize pertinent subsurface investigations, test, 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 is 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 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 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:

Virginia Capital Trail

2.0 inches of Asphalt Concrete SM-12.5A (estimated 220 lb/sy)

8.0 inches of Coarse Aggregate, Size No. 8 OR Aggregate Base Material, Type I, Size No. 21B

Geosynthetics and free-draining material shall be used for stabilization and drainage at the direction of the Design Manager. Approximate locations requiring geosynthetics due to the presence of unsuitable subgrade material can be interpolated from the data included in the preliminary geotechnical study that is provided in the RFP Information Package. These locations shall be verified in the final geotechnical report provided by the Design-Builder and any discrepancies must be reported to VDOT prior to the expiration of the Scope Validation Period.

Entrances

PE-1 TYPE I and 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

2.6.2 Alternative Performance Specifications

The performance specifications listed in the 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 2007 VDOT 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 both the existing and proposed bridge structures, shall be designed and constructed to meet the following post-construction settlement tolerances:

- Total vertical settlement less than two inches over the initial 20-years, and less than one inch over the initial 20-years within 100' 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 especially within the travel lanes.
- For pavement surfaces to include areas of tie-ins to the Project, grade tolerances shall be measured with a 10-foot straightedge. The variation of the surface from the testing edge of the straightedge between any two contacts with the surface shall not be more than plus or minus (+/-) 0.25 inches.

Humps and depressions exceeding the specified tolerance will be subject to correction by the Offeror. Offeror 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 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 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 Road and Bridge Specification. 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 cost associated with the construction, installation, monitoring and analysis of the data shall be the responsibility of the design build and the total cost 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 and 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 to determine factors of safety for representative sections of all soil cut and soil embankment fill slope areas 10 feet or more in height and/or where slopes are supporting, or are supported by, **retaining structures**. The factors of safety listed in Table 1 below are valid for subsurface investigations

performed in accordance with Chapter III of the Materials Division’s Manual of Instructions or for site specific investigation plans approved by the District Materials Engineer. Approval of site specific investigation plans with reduced boring frequency may require higher factors of safety.

Table 1: 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 25’ 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 ground water 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 referenced above.

2.7 Hydraulics

2.7.1 General

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

2.7.2 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 hydraulic analyses 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 Hydraulic and Hydrologic 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 will be responsible for mitigating the adverse impacts of the post construction condition at no additional cost to VDOT.

2.7.3 Drainage

The design shall maintain the existing drainage patterns to the maximum extent practicable. Overtopping of the trail will be acceptable such that, placement of the trail does not adversely affect the existing hydraulics of private property, Route 5 and/or any of its major structures. The drainage design work shall include the design of culverts, verifying the adequacy of existing and proposed entrance pipes, open channels (ditches), storm sewers, bridge drainage assemblies and structures, adequate outfall analysis (in accordance with DCR Minimum Standard 19), stormwater management facilities, and erosion and sediment control in compliance with the standards and reference documents listed previously in Section 2.1 and the VDOT Erosion and Sediment Control & Stormwater Management Program. Temporary Drainage needed for MOT sequence shall be provided. The Design Builder shall provide VDOT two (2) paper and two (2) electronic copies on

CD of a final drainage report (incorporating all drainage calculations including pre and post development flows, capacities, and supporting data such as drainage areas (with maps), ground cover conditions, etc.) for review and approval prior to submitting detail design plans.

2.7.4 Stormwater Management Plan and Erosion and Sediment Control

An Erosion and Sediment Control (ESC) Plan and Narrative, Stormwater Pollution Prevention Plan (SWPPP), and a post construction Stormwater Management (SWM) Plan shall be prepared and implemented by the Design-Builder in compliance with applicable requirements of the standards and reference documents listed in Section 2.1 including the Virginia Erosion and Sediment Control Law and Regulations and the Virginia Stormwater Management Program (VSMP) Law and Regulations. The Design-Builder shall certify that the Erosion and Sediment Control Plans and Narrative and post construction Stormwater Management Plan have been designed and reviewed in accordance with the Virginia Erosion and Sediment Control and Stormwater Management Regulations, VDOT's Approved ESC and SWM Standards and Specifications, and VDOT policies and procedures, including applicable I&IM. Before implementing any ESC or post construction SWM measures not included in VDOT's approved ESC and SWM Standards and Specifications, a variance or exception respectively must be requested through the District Hydraulic Engineer in accordance with the latest versions of IIM-LD-11.26 and IIM-LD-195.7.

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

The land-disturbing activity for the Project is greater than one acre and coverage under the VSMP General Construction Permit For The Discharges From Construction Activities (VSMP Construction Permit) is required. If permit coverage is required then 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.

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-246.2. 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 DCR Inspector Certification, a DCR Responsible Land Disturber (RLD) Certification and a VDOT Erosion and Sediment Control Contractor Certification (ESCCC) to ensure compliance with all DCR and VDOT erosion and sediment control plan implementation requirements. All costs and fees associated with applying for, obtaining and complying with these certification requirements shall be included in the Offeror's Lump Sum Bid.

2.7.5 Post Construction Stormwater Management Facilities

The Design-Builder shall be responsible for the design and construction of stormwater management (SWM) facilities as required for the Project in accordance with the latest version of IIM-LD-195, and the other standards and reference documents listed in section 2.1 including the Virginia Stormwater Management Program Law and Regulations. The Design-Builder is to insure proper ingress and egress to any stormwater management facility and that any specific proprietary facilities have proper maintenance details included in the plans.

Preliminary calculations prepared by VDOT indicating the potential stormwater management facility locations and supporting analyses are presented in the Stormwater Management Report included in the RFP Information Package. However, these locations are preliminary and have not been fully evaluated to determine if these locations are suitable, feasible or sufficient to address all of the stormwater management requirements of the project. The Design-Builder, as part of their final design, shall evaluate these locations, and if found acceptable, develop a final post construction stormwater management plan.

If any of the locations are found to be unacceptable, the Design-Builder must identify other acceptable location(s) to meet the post construction stormwater management requirements of the Project. All stormwater management facilities shall be designed according to applicable standards and references in Section 2.1, including the latest version of IIM-LD-195 and the Virginia SWM Handbook, and shall comply with the minimum geotechnical requirements contained therein. The Design-Builder shall design and construct permanent stormwater management facilities to achieve a minimum phosphorus removal rate of ninety-five hundredths (0.95) of a pound per year within the proposed right of way limits.

2.7.6 Other Drainage Requirements

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

2.8 Traffic Control Devices

The Project shall include the design and installation of all signs (permanent and construction), pavement markings and markers, and guardrail required throughout the project limits. Final striping and signing plans for the Project are required from the Design-Builder for approval by VDOT and shall be included as planned work packages. All existing traffic control devices affected by the Project shall be modified or replaced as necessary to meet current VDOT standards. Additional Traffic Control Device requirements include:

- Design – The Design-Builder shall develop Traffic Control Device “TCD” designs that are not in conflict with existing and proposed utilities (both overhead and underground).

- Electrical Service Requirements – The Design-Builder shall be responsible for all work, materials and costs associated with obtaining power, furnishing and installing electrical services and maintaining power in accordance with VDOT Standards, the National Electric Code (NEC) applicable portions of the National Electric Safety Code (NESC) throughout construction for all Traffic Control Devices.
- Designation – The Design-Builder shall be responsible for locating and marking all underground utilities prior to any TCD installation work. In addition to Miss Utility of Virginia designation, at least seventy-two (72) hours prior to beginning TCD installation work, the Design-Builder shall contact VDOT Central Region Operations (CRO) Asset Management at (804) 524-6592 to determine the extent and location of all VDOT owned underground traffic signal equipment.
- Testing of Electrical Service Grounding System – The Design-Builder shall test the electrical service grounding system for each electrical service in accordance with Section 700.04 of the Road and Bridge Specifications. Along with the Quality Assurance Manager, a representative from VDOT CRO Asset Management shall witness the testing of the system. The Design-Builder shall contact VDOT CRO Asset Management at (804) 840-7712 at least seventy-two (72) hours prior to the intended testing to arrange the testing dates and times.

2.8.1 Signs

The Project shall include all required modifications to existing signs and sign structures that are affected by the Project and all required new signs and sign structures. 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. Any signs on adjacent roadways that require relocation/ replacement due to construction activities shall be the responsibility of the Design-Builder. An existing sign inventory shall be completed prior to site demolition in accordance with the VDOT Traffic Engineering Design Manual. The inventory shall include any signs that may be affected by the Project. This existing information shall be submitted at the same time as the first plan submittal for proposed signing. The Design-Builder shall accomplish the sign panel design using GUIDSIGN software.

2.8.2 Pavement Markings / Markers

The Design-Builder shall provide and install all required pavement markings and raised snow-plowable pavement markers according to VDOT's standards and policies. 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 "2007 Road and Bridge Specifications." An approved pavement marking plan for the Project is required.

2.8.3 Guardrail

The Project shall include all necessary guardrail, fixed object attachments, end treatments and any incidental guardrail items. Additionally, the Design-Builder shall provide a copy of the manufacturer's recommendations for installation of all guardrail terminals and shall contact the VDOT Project Manager two (2) weeks prior to the installation of guardrail for a site review.

2.9 Transportation Management Plan (TMP)

The Design-Builder shall develop and incorporate a Transportation Management Plan (TMP) in accordance with the requirements of L&D Memorandum IIM-241.4. VDOT has determined this Project to meet the criteria for a Type A project. The TMP documents how traffic will be managed during the construction of the Project. The Design-Builder shall coordinate all work in accordance with the approved TMP. The TMP shall address safe and efficient operation of adjacent public transportation facilities and State Highways and shall reflect the Project's Scope of Work and all applicable VDOT Standards and Specifications regarding time of work. The Design-Builder will be responsible for any changes to the TMP that result from any changes required during construction that affect any part of the TMP. The TMP shall incorporate and address the following elements at a minimum:

2.9.1 Temporary Traffic Control Plans

The Design-Builder shall develop and deliver Temporary Traffic Control Plans, which will detail all phases of work, proposed road closures, maintenance of traffic through the work area and all construction accesses for approval by VDOT. Each Phase shall include a narrative, which describes the Sequence of Construction to be used.

The Temporary Traffic Control Plans shall extend an appropriate distance beyond the construction tie-in locations to allow for the required length of any traffic shifts.

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

Minimum traffic lane widths: maintain a minimum of 11' lanes on Rte. 5 and all secondary roadways.

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.

Any request to close a lane or perform a flagging operation outside the above requirements shall be submitted to the VDOT Project Manager for approval, at least two (2) weeks prior to the

planned work. The Design-Builder shall provide two (2) days advance notice prior to beginning any planned lane closure. The Design-Builder shall ensure that the Richmond “Transportation Operation Center” (“TOC”) is notified when lane closures or flagging operations are in place and again when they are removed.

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

Reductions in the speed limits within the work zones on any roadway shall be reviewed and approved by the VDOT CRO Engineer in accordance with TE-350.1. The Design-Builder must complete a “Work Zone Speed Analysis” and provided 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.

2.10 Right of Way

The Design-Builder, acting as an agent on behalf of the Commonwealth of Virginia (“Commonwealth”), shall provide all right of way acquisition services for the Project’s acquisition of fee right of way and permanent, temporary and utility easements including survey plats. Right of way acquisition services shall include certified title reports, appraisal, appraisal review, negotiations, and relocation assistance services and, parcel closings, to include an attorney’s final certification of title. The Design-Builder’s lead right of way acquisition consultant shall be a member of VDOT’s prequalified right of way contracting consultants (listed on VDOT’s web site) and the Design-Builder’s right of way team shall include VDOT prequalified appraisers and review appraisers (also listed on VDOT’s web site). VDOT will retain authority for approving appraisal scope and appraiser, just compensation, relocation benefits, and settlements. VDOT must issue a Notice to Commence Right of Way Acquisition to the Design-Builder prior to any offers being made to acquire the property. This represents a hold point in the Design-Builder’s Baseline Schedule. VDOT must also issue a Notice to Commence Construction to the Design-Builder once the property has been acquired prior to commencing construction on the property. This also represents a hold point in the Design-Builder’s Baseline Schedule. The Design-Builder will **NOT** be responsible for the right of way acquisition costs. As used in this RFP, the term “right of way acquisition costs” means the actual purchase price paid to a landowner for right of way, including fee, any and all easements, and miscellaneous fees associated with closings as part of the Project. All right of way acquisition costs will be paid by VDOT, and shall not be included in the Offeror’s Lump Sum Bid. Notwithstanding the foregoing provision, should additional right of way (whether fee or easements) be required to accommodate Design-Builder’s unique solution and/or Contractor’s means, methods and resources used during construction above and beyond the right of way limits depicted on the preliminary drawings included in the RFP Information Package, then all right of way acquisition costs for such additional fee or easements shall be paid by the Design-Builder. These costs would include (but not

be limited to) the costs of any public hearings that may be required, actual payments to property owners and all expenses related to the additional acquisitions and associated legal costs as well as any additional monies paid the landowners to reach a settlement or pay for court award. In the event additional right of way is needed as a result of an approved scope change request by the Design-Builder, the Design-Builder shall follow the procedures indicated in the “Right of Way Acquisition Guidelines” included in the RFP information package. Additionally, the Design-Builder is solely responsible for any schedule delays due to addition right of way acquisition associated with the Design-Builder’s design changes and no time extensions shall be granted.

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

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

- A VDOT Representative will be available to make timely decisions concerning establishing review and approval of just compensation, approval of relocation benefits, and approval of administrative settlements on behalf of VDOT. The VDOT Representative is committed to issuing decisions on approval requests within twenty-one (21) days. The commitment is based on the Plan providing a reasonable and orderly workflow and the work being provided to the VDOT Representative as completed.
- 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.
- The Design-Builder shall prepare appraisals in accordance with VDOT’s Appraisal Guidelines.
- The Design-Builder shall provide appraisal reviews complying with technical review guidelines 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 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 provide appraisal reviews complying with technical review guidelines found in VDOT’s Right of Way Utilities Manual of Instructions and make a recommendation of just compensation. The Design-Builder’s right of way consultant shall be a member of the VDOT pre-qualified contracting consultant list, and include a VDOT pre-qualified Fee Appraiser. The reviewer shall be approved by VDOT and shall also be on VDOT’s approved fee appraiser list. VDOT shall have final approval of all appraisals.
- The Design-Builder shall make direct payments of benefits to property owners for negotiated settlements, relocation benefits, and payments to be deposited with the court.

Payment documentation is to be prepared and submitted with the Acquisition Report (RW-24). VDOT will process vouchers and issue State Warrants for all payments and send to the Design-Builder, who will be responsible for disbursement and providing indefeasible title to VDOT.

- The Design-Builder shall prepare, obtain execution of, and record documents conveying title to such properties to the Commonwealth of Virginia and deliver all executed and recorded general warranty deeds to VDOT. 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. 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 a prior recorded easements.
- Because these acquisitions are being made on behalf of the Commonwealth, VDOT shall make the ultimate determination in each case as to whether settlement is appropriate or whether the filing of an eminent domain action is necessary, taking into consideration the recommendations of the Design-Builder. When VDOT authorizes the filing of a certificate, the Design-Builder shall prepare a Notice of Filing of Certificate and the certificate assembly. All required documents necessary to file a certificate shall be forwarded along with a prepared certificate to the VDOT Project Manager. Once reviewed, the certificate will be forwarded to Central Office for review and approval. VDOT will execute the certificate, provide the money as appropriate and will return the assembly to the Design-Builder. The Design-Builder shall update the title examination and shall file the certificate.
- When VDOT determines that it is appropriate, the Design-Builder shall be responsible for continuing further negotiations for a minimum of sixty (60) days, in order to reach settlement after the filing of certificate. After that time the case will be assigned to an outside attorney appointed by VDOT and the Office of the Attorney General. When requested, the Design-Builder shall provide the necessary staff and resources to work with VDOT and its attorney throughout the entire condemnation process until the property is acquired by entry of a final non-appealable order, by deed, or by an Agreement After Certificate executed and approved by VDOT and the appropriate court. The Design-Builder will provide updated appraisals (*i.e.*, appraisal reports effective as of the date of taking) and expert testimony supporting condemnation proceedings upon request by VDOT. Services performed by the Design-Builder or its consultants after an eminent domain action is assigned to an outside attorney will be paid, if and when necessary, under a Work Order in accordance with Article 9 of Part 4 (General Conditions of Contract).

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

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

2.11 Utilities

The Design-Builder shall be responsible for the relocation of all utilities required for the construction of the Project and shall be responsible for the coordination of construction activities with all utility owners 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 Offeror or its subcontractors due to interference from utilities, utility owners or the operation of relocating utilities. Additionally, the Design-Builder is solely responsible for any schedule delays due to additional utility relocation associated with the Design-Builder's design changes and no time extensions will be granted.

The approximate location of utilities are indicated in the project survey that is included in the RFP Information Package; however, the Design-Builder shall be responsible for utility designations, utility locates (test holes), conflict evaluations, cost responsibility determinations, utility relocation designs, utility relocations and adjustments, utility reimbursement, replacement land rights acquisition and utility coordination required for the Project. The Design-Builder shall be responsible for all necessary utility relocations and adjustments to occur in accordance with the accepted Baseline Schedule. All efforts and cost necessary for utility designations, utility locates (test holes), conflict evaluations, cost responsibility determination, utility relocation designs, utility relocations and adjustments, utility reimbursements, and utility coordination shall be included in the Offeror's Price Proposal. The compensation paid to landowners for replacement land rights will be paid by VDOT as part of 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 needed for all utilities necessary for relocation due to conflicts with the Project.

The Design-Builder shall provide all utility owners with project 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 owner will use the Design-Builder's design plan for preparing relocation plans and estimates. If a party other than the utility owner 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 review meeting with all affected utility owners 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 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 easements, plans, or other supporting documentation that substantiates any compensable rights of the utilities. The Design-Builder shall obtain the following from each utility that is located within the project limits: relocation plans including letter of "no cost" where the utility does not have a compensable right; utility agreements including cost estimate and relocation plans where the utility has a compensable right; letters of "no conflict" where the utility's facilities will not be impacted by the Project.

Design-Builder shall review all relocation plans to ensure that relocations comply with the VDOT Utilities Manual and VDOT's Land Use Permit Regulations. 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 all relocation plans to VDOT for approval. The Design-Builder shall assemble the information included in the relocation plans in a final and complete form and in such a manner that VDOT may

approve the submittals with minimal review. The Design-Builder shall meet with VDOT's Regional/District Utilities Office within 45 days of the Date of Commencement to gain a full understanding of what is required with each submittal. The Design-Builder shall receive written approvals from VDOT prior to authorizing utilities to commence relocation construction. The utilities shall not begin their relocation work until authorized by the Design-Builder. Each relocation plan submitted shall be accompanied by a certification from the Design-Builder stating that the proposed relocation will not conflict with the proposed Project 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 shall be satisfied by the Design-Builder.

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

It is the Design-Builder's responsibility to verify whether other utility owners exist within the project limits. 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

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

2.12 Landscaping

A final Landscaping Plan for the Project shall be prepared by a Virginia certified or licensed Landscape Architect and shall be submitted to the VDOT Project Manager for review and approval. Minimally, the final design shall incorporate the species and naturalized themes (layout) indicated in the planting plans prepared for the Sherwood Forrest Phase of the Virginia Capital Trail Project located in Charles City County (Plans included in RFP Package), including but not limited to,

perennial bulbs, native flowering trees and evergreens. All landscaping shall be in accordance with the Guideline for Planting Along Virginia's Roadways dated March 2007 and FHWA 23 CFR 752 Landscaping and Roadside Development and with the following:

- All plant materials shall be native or indigenous to the area and can adapt and survive in roadside environments being both salt and drought tolerant.
- Selected plants should require no maintenance once established. The plants shall be warranted for a period of One Year (beginning with the final acceptance of the planting operation) and maintenance for that warrantee period shall conform to section 605 of the VDOT Specifications and Special Provisions for Planting Operations Plan.
- The landscaping and architectural features shall be compatible with the existing landscape adjacent to the project site and may reflect historic and cultural features of the area.
- Shade trees shall be 1.5-2 inches caliper, ball and burlaped or container grown and be planted where there is adequate space for the tree to grow to maturity.
- Native flowering trees shall be minimally 8' in height, B&B and in Clump form if available for the particular species.
- Plant sizes and root ball condition, center spacing and density of plantings along the trail shall minimally conform to the project plans identified above.
- Offerers shall assume that adequate locations for landscaping will be identified within the proposed right-of-way or temporary construction easements, and without modification to the typical section.
- The roadside development sheet shall include native seed mix for warm season grasses and wildflowers in areas along no-mow slopes.

2.12.1 Safety Fencing

The cross sections for the Project shall be analyzed in accordance with the VDOT Road Design Manual for the proper location and use of Safety Fencing along the trail and at approaches to bridge structures. Safety Fencing shall be constructed with preservative treated wood, grade marked 2 or better, and shall be located with the face of the fence rail at a minimum of 3 feet from the edge of the trail. The fencing shall conform to the fencing that was installed by others on the section of trail previously constructed in Charles City County and shall be in accordance with the design indicated in the preliminary plans included in the RFP Information Package. Fence end sections shall be flared away from the trail.

2.12.2 Trail Intersections with Roadways

When the trail intersects with a roadway, the trail shall be divided (bifurcated) in accordance with the design indicated in the preliminary 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 plan details for the preliminary plans that are included in the RFP Information Package and in accordance with the Special Provisions for Unit Pavers.

2.12.3 Way Finding Signs and Mile Markers

Sufficient Right-of-Way shall be acquired to accommodate Way Finding Signs and Mile Markers. The proposed locations for Way Finding Signs and Mile Markers shall be identified on the design plans the Design-Builder develops for Right-of-Way approval. These signs will be fabricated and installed by others and are not part of this Project. The contractor shall coordinate with the VDOT Location & Design Landscape Architect (Mr. Al Bryan, 804-371-6737) to determine the proposed locations for the Way Finding Signs. The location of Mile Markers will have to be physically calculated based on the trail alignment on the ground.

- **Way Finding Signs:** Right-of-Way required for accommodating Way Finding Signs shall be provided at trail intersections with Route 156 (1 sign), Route 607 (1 sign), Route 608 (2 signs), Route 658 (1 sign), as well as at the Henrico / Charles City County Line (1 sign). Proposed locations for Way Finding Signs should be indicated on the design plans and chosen based on trail alignment, proximity of existing signs, proposed signs, existing historical markers, sight distance, existing utilities and other topographic features. The Way Finding Signs shall be located on the outside of the trail (away from the roadway) and in close proximity with intersecting roadways. Sufficient Right-of-Way must be acquired to accommodate a sign blade width and post, totaling 7 feet (3 feet for the sign itself, 3 feet for the clear zone offset and 1 foot for the Right-of-Way offset). The locations for Way Finding Signs shall be submitted to the VDOT Project Manager for review and approval by the VDOT Landscape Architect prior to the acquisition of Right-of-Way.
- **Mile Markers:** The location of Right-of-Way to accommodate Mile Markers shall be calculated from the center of the last Mile Marker erected (or staked location) on the Charles City Courthouse Phase or the Sherwood Forest Phase. Sufficient Right-of-Way must be acquired to accommodate a sign blade width and post, totaling 6 feet (2 feet for the sign itself, 3 feet for the clear zone offset and 1 foot for the Right-of-Way offset). The locations for Mile Markers shall be submitted to the VDOT Project Manager for review and approval prior to the acquisition of Right-of-Way.

2.13 Quality Assurance / Quality Control (QA/QC)

Design-Builder shall submit its QA/QC Plan for both design and construction to VDOT for review and approval at the meeting held after the Date of Commencement as set forth in Part 4, Section 2.1.2. Along with the QA/QC Plan submittal, the Design Manager and Quality Assurance Manager (“QAM”) shall provide a presentation of the QA/QC Plan for both design and construction utilizing Project related scenarios. Project scenarios shall include but not limited to:

1. Preparatory Inspection Meeting requirement, including incorporation of at least one each, Witness and Hold Point, as set forth in Sections 5.3 and 5.14, 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);

2. At least one (1) material which the Department retains responsibility for testing as identified in Table 5-2, January 2012 QA/QC Guide;
3. Situation arising requiring the issuance of a Non-conformance Report, 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 for nonconforming Work resulting from:
 - a. defective equipment
 - b. construction activities/materials which fail to conform as specified;
4. Inspection documentation capturing requirements as set forth in Sections 5.20 and 5.21 of the January 2012 QA/QC Guide; as well as inspection of foundation and pavement subgrades that are to be performed and certified by a qualified licensed geotechnical engineer in accordance with the special provisions referenced in this Document.
5. Application for payment for Work Package which includes work element, including review and approval by Quality Assurance Manager;
6. 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 (see Section 803.73 of Manual of Instruction, Form TL-142S, an example of a completed Materials Notebook and VDOT Materials Division Memorandum Number MD299-07 for Materials Acceptance – October 4, 2007)

2.13.1 Design Management

The Design-Builder shall be responsible for design quality. The Design Manager, assigned by the Design-Builder, shall be responsible for overall management of the QA/QC programs for design. This individual shall report directly to the Design-Builder's Project Manager, and is responsible for all of the design QA/QC activities. The Design Manager shall maintain close communication with Design-Builder's Project Manager and shall ensure the Project is completed in accordance with the requirements of the Contract Documents. The Design Manager shall perform all of the design oversight reviews. VDOT will participate in these reviews. Under this procedure, the Design Manager shall provide VDOT with draft design plans for review and approval to confirm that the design work complies with the requirements of the Contract Documents, especially Section 2.4 of the General Conditions of Contract and the Standard and Reference Documents listed in Section 2.1.1 herein prior to initiation of construction activities on the Project. Additionally, The Design Manager shall include a completed Design Build Certification of Plan Correctness Form when submitting plans for Right of Way Approval or Construction Approval.

Plans to be reviewed shall be submitted to VDOT and FHWA. VDOT shall receive six (6) full size sets and two (2) half size sets of each submission. FHWA shall receive zero (0) full size sets and two (2) half size sets of each submission. The plan submissions shall be delivered, in accordance with Section 2.13.7 below, to the following addresses:

VDOT

Address: Virginia Department of Transportation
2430 Pine Forest Drive
Colonial Heights, VA 23834

Attention: Kevin Reichert, P.E.

FHWA

Address: Federal Highway Administration – Virginia Division
P.O. Box 10249
Richmond, VA 23240

Attention: Vanna Lewis, P.E.

VDOT and FHWA shall have the right to review and comment on all Draft Plans and Specifications for compliance with the requirements of the Contract Documents and Reference Documents. The Design-Builder shall be responsible to satisfy all such requirements and acknowledge that VDOT and FHWA will have the right to disapprove any design approach that it is not in compliance with the requirements of the Contract Documents and Referenced Documents unless said approach was previously approved in writing by VDOT and FHWA.

The written approval of any modifications to the design plans that are not in compliance with the requirement of the Contract Documents and Reference Documents shall be attached with the draft plans submitted for review. The Design-Builder shall revise and modify all draft design plans so as to fully reflect all comments and shall deliver the revised submittal to VDOT and FHWA.

Right of Way Plans shall be submitted to VDOT and FHWA for review and approval by the Chief Engineer prior to right of way acquisition of that element. The time frame for plan review and approval shall be in accordance with the requirements of the Contract Documents. The Design-Builder shall be responsible for the design details and ensuring that the design and right of way acquisition work are properly coordinated.

Construction Plans shall be submitted to VDOT and FHWA for review and approval by the Chief Engineer prior to construction of that element. The time frame for plan review and approval shall be in accordance with the requirements of the Contract Documents. The Design-Builder shall be responsible for the design details and ensuring that the design and construction work are properly coordinated.

2.13.2 Construction Management

The Design-Builder shall have the overall responsibility for both the Quality Control (“QC”) and Quality Assurance (“QA”) activities. The Design-Builder shall be responsible for 100% QA

work 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. The Design-Builder's QA/QC plan shall fully conform to the requirements provided by the VDOT Minimum Quality Control & Quality Assurance Requirements for Design Build & Public-Private Transportation Act Projects, August 2008; and shall include rapid reporting of noncompliance to the VDOT Project Manager and the remedial actions to be taken.

The Design-Builder shall also be responsible for providing QA and QC testing for all materials manufactured off-site, including materials obtained from off-site borrow pits, but excluding the items listed below:

- Pipe (concrete, steel, aluminum and high density polyethylene) for culverts, storm drains and underdrains.
- Precast Concrete Structures.
- Metal Traffic Signal and Light Poles and Arms.
- Asphalt Concrete Mixtures.
- Aggregate (dense and open graded mixes).
- Prestressed Concrete Structural Elements.
- Structural Steel Elements

VDOT will provide plant quality assurance and plant testing of these items. In the event that VDOT determines that materials fail to meet the tolerances in the Road and Bridge specifications, a Non-Compliance Report ("NCR") will be issued by the VDOT Project Manager and addressed to the Design-Builder's QAM for resolution. The Design-Builder is responsible to submit a Source of Materials, Form C-25, for all materials VDOT retains responsibility for testing. The C-25 is for informational purposes only for the Department for the purpose of performing QA inspections. The C-25 will not be approved or rejected by the Department since it is the Design-Builder's responsibility to obtain materials that meet the contractual requirements. The Design-Builder will be responsible for providing quality assurance and quality control testing of all off-site materials 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 roadway, bridge and otherwise physical construction operations. The QAM shall establish construction unit quantities prior to commencing construction, and provide VDOT a total number of QC, QA, IA and IV tests required as a result of the quantities and the sampling and testing requirements as set forth in Appendix I Table 105-4 and Appendix 2 Table 105-5 of the VDOT Minimum Quality Control & Quality Assurance Requirements for Design Build & Public-Private Transportation Act Projects, August 2008. The Department will provide all IA and IV tests and therefore final determination of the actual number of IA and IV tests to be performed will be made by the Department 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: monitoring 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-CD-ROM); documenting all materials, sources of materials and method of verification used to demonstrate compliance with VDOT standards. 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, sampling and testing work that is normally performed by VDOT, as prescribed in the Construction Manual, Inspection Manual, Materials Manual of Instructions and all other applicable Reference Documents. This includes the documentation of construction activities and acceptance of manufactured materials.

VDOT’s role during construction operations will be limited to verification sampling and testing, independent assurance, review and processing progress payments, and limited oversight of the Design-Builder’s construction management scheduling, document control and other Project control and Project management/ administration efforts necessary to properly administer and manage the Project. All construction QA and QC personnel shall hold current VDOT materials certifications when testing hydraulic cement concrete, asphalt concrete, soils and aggregate, pavement markings and for the safety and use of nuclear testing equipment, as required by the Road and Bridge Specifications. The QA programs shall be performed under the direction of the QAM. The QC programs shall be performed under the direction of the Construction Manager. Proposed substitution of either the Construction Manager or the QAM at any point during the Project shall require prior VDOT approval. In addition, VDOT shall have the right to order the removal of any construction QA and QC personnel, to include the QAM and the Construction Manager, for poor performance at VDOT’s sole discretion. The Construction Quality Management Plan shall include rapid reporting of non-compliance to the VDOT Project Manager, and the remedial actions to be taken as discussed in Section 105.12 of the Division 1 Amendments to the Standard Specifications.

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 (in electronic format)
- Test reports
- Invoices
- Materials Notebook
- Certified survey records
- DBE/EEO records
- Warranties
- Maintenance Manual
- As-Built and Record Documents
- Special Tools, etc.

2.14 Plan Preparation

2.14.1 Geopak and MicroStation

When the Design-Builder is given the Date of Commencement, they will be furnished with the following software and files which run in WindowsNT or WindowsXP only: Geopak (current version used by VDOT), MicroStation (current version used by VDOT) and VDOT Standard Resources Files, and all the design files used to develop the preliminary design including aerial images and survey files.

2.14.2 Software License Requirements

VDOT shall furnish license(s) for all the software products VDOT makes available to the Design-Builder. The License(s) will be supplied upon request by the Design-Builder, based on the data provided on a completed Software License Form, LD-893, and subsequently reviewed and approved by the VDOT Project Manager.

All License(s) are provided for use on the Project detailed on the request and only for the duration specified for that Project. Any approved revision to the Project schedule will be taken into consideration in adjusting the time the license(s) are available. Justification for the number of license(s) requested **MUST** include the estimated number of total computer hours for the task of design, detailing, relating project management and other computer based engineering functions requiring the software requested.

The appropriate use of all license(s) provided to the Design-Builder will become the responsibility of the Design-Builder regardless of who on the team uses the license(s). The Design-Builder shall be responsible for keeping track of the license(s) provided to them or a team member and the prompt return of the license(s) and removal of the software from any system used solely for the project for which it was obtained.

2.14.3 Drafting Standards

All plans shall be prepared in accordance with the most recent version of the VDOT's Road Design Manual, Vol I, VDOT's CADD Manual and VDOT's I&IM and VDOT's Manual of Structure and Bridge Division, Vol. V, Part II, Design Aids and Typical Details and other Reference Documents that were available on the date the RFP for this Project was advertised.

The approved plans shall be furnished by the Design-Builder with appropriate signature blocks and Professional Engineer seal on the title sheets indicating approval for construction.

2.14.4 Electronic Files

All plans shall also be submitted in electronic format using the provided versions of MicroStation CADD software. Files shall be submitted in both DGN & PDF formats, by way of VDOT's Falcon Consultant environment. The Design-Builder will complete form LD-443, the Falcon System Access Security Agreement and the Falcon Access Request Form, for access to the Falcon Consultant environment. These forms are available in the RFP Information Package. VDOT will furnish electronic files of all applicable standard detail sheets upon request by the Design-Builder. The files will use standard VDOT cell libraries, level structures, linetypes, 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 the Design-Builder in electronic format shall be returned to VDOT and removed from the Design-Builder and its designer's computer equipment upon completion of this Project.

2.14.5 Construction Plans

Construction Plans are those that are issued for construction after prior approval by VDOT's 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. 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 not issue construction plans until they have been approved by VDOT's Chief Engineer. The roadway or bridge plans may be submitted for approval in logical subsections (such as from bridge to bridge) or work packages such as: 1) clearing and grubbing along with erosion and sediment control, 2) grading and drainage, 3) paving, and 4) traffic control. A submittal schedule and planned breakdown of work packages shall be submitted to VDOT for approval as part of the planned project schedule. The submittal schedule shall be updated and sent to the VDOT Project Manager on the first business day of every month until all plans have been approved for construction.

The roadway plans described above shall be submitted to VDOT, Chesterfield County and FHWA. VDOT shall receive two (2) full size sets and two (2) half size sets of each submission. FHWA shall receive zero (0) full size sets and one (1) half size sets of each submission. The plan submissions shall be delivered, in accordance with Section 2.13.7 below, to the following addresses:

VDOT

Address: Virginia Department of Transportation
523 North Washington Highway
Ashland, VA 23005

Attention: Keith Rider, P.E.

FHWA

Address: Federal Highway Administration – Virginia Division

P.O. Box 10249
Richmond, VA 23240

Attention: Vanna Lewis, P.E.

2.14.6 Record (As-Built) Plans

The final plan milestone is Record (As-Built) Plans. Record (As-Built) Plans shall be prepared, certified and submitted prior to 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. The Design-Builder shall submit the Record (As-Built) Plans in both hard copy and electronic (DGN & PDF) formats.

2.14.7 Plan Deliverables

- Hard Copy paper plans and Electronic plans (DGN & PDF) formats on VDOT's Falcon Consultant environment.
 - Permit Sketches for Water Quality Permits
 - Right of way Plats
 - Right of Way Plans
 - Right of Way Revisions
 - Construction Plans
 - Construction Revisions
 - As-builts
 - Working Drawings
 - Shop Drawings
 - Design Calculations
 - Guarantees/ Warranties
- Project Correspondence
- QA/QC Records including Project Diaries, Test Reports, Invoices, Materials Books and certified survey records.

2.15 Public Involvement/Relations

A Public Hearing was held for the New Market Heights Phase of the Virginia Capital Trail in December 2011 and the Commonwealth Transportation Board approved its location in January 2012

The Design-Builder shall be responsible for providing a point of contact and phone number for VDOT to use when gathering information to respond to a citizen or media inquiry regarding this Project. The Design-Builder shall also be responsible for coordinating the preparation and release of any public information (includes flyers to residents) with VDOT's Richmond District Office of Public Affairs:

During the Design and Construction Phases:

- The Design-Builder will participate with VDOT in informal meetings with affected local citizen groups and businesses as necessary and as directed by the VDOT Project Manager. Any meetings held will be in accordance with the VDOT Policy Manual for Public Participation in Transportation Projects, updated July 2009.
- The Design-Builder shall provide VDOT's Richmond District Office of Public Affairs with written information about the Project at least twice a month that will be posted on VDOT's external website. This information will include a project overview, plan of work for the coming month, potential traffic impacts, overall project schedule, contact information and updated project photos.

During the Construction Phase:

- The Design-Builder shall provide VDOT's Richmond District Office of Public Affairs with written information about the Project's scheduled impact on traffic (such as previously approved lane closures or detours) no less than 48 hours for lane closures and one week for ramp or road closures before the traffic impact is scheduled to occur. This information may be used by VDOT to issue news traffic alerts to the public.

2.16 Monthly Progress Meetings

The Design-Builder shall participate in monthly progress meetings. During such meetings, progress during the prior month and anticipated progress for the following month shall be reviewed. The Design-Builder shall collect information from any key subcontractors/sub-consultant responsible for work completed during the previous month and work scheduled during the upcoming month. These meetings shall be attended by the design-build Project Manager, construction manager, QAM and design manager, as well as other key personnel from the design and construction firms defined within the Design-Builder's proposal as well as VDOT representatives designated by the VDOT Project Manager. Meetings will occur monthly beginning the first month after the issuance of the Notice to Proceed. The Design-Builder shall be responsible for preparing, maintaining and distributing minutes of the meetings to all attendees for review. The meeting minutes shall be provided to VDOT within two calendar days of the day the monthly progress meeting was held.

2.17 Virginia Occupational Safety and Health Standards

The Project shall comply with Virginia Occupational Safety and Health Standards in accordance with Section 110.05 of the Division I Amendments to the Standard Specifications.

At a minimum, all personnel of the Design-Builder shall comply with the following, unless otherwise determined unsafe or inappropriate in accordance with OSHA regulations:

2.17.1 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.

2.17.2 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.

2.17.3 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.

2.17.4 Safety vest shall be worn by all exposed to vehicular traffic and construction equipment.

2.17.5 Standards and guidelines of the current Virginia Work Area Protection Manual shall be used when setting, reviewing, and removing traffic controls.

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

2.17.7 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.

2.17.8 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.

2.17.9 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.

2.17.10 No person shall enter a confined space without training, permits and authorization.

2.17.11 Fall protection is required whenever an employee is exposed to a fall six feet or greater.

2.17.12 All vehicles with an obstructed view when backing shall be equipped with a backup alarm or ground guide.

2.17.13 All equipment and materials shall be stored outside of the clear zone when not in use.

END OF PART 2
TECHNICAL INFORMATION & REQUIREMENTS

Exhibit 1 to Part 3 Project-Specific Terms

This Exhibit 1 to Part 3 (2010 Lump Sum Design-Build Agreement Between Department and Design-Builder) contains project-specific terms that are hereby incorporated, as identified below, into Part 3, Part 4 (2010 General Conditions of Contract Between Department and Design-Builder), and Part 5 (2010 Division I Amendments to the Standard Specifications General Provisions for Design-Build Contracts Between Department and Design-Builder).

Department and Design-Builder hereby agree any provisions in this Exhibit 1 that modify a specific clause of Parts 3, 4, or 5 shall supersede the clause contained in Parts 3, 4, or 5.

The Agreement Date is [_____].

The Parties to the Agreement are:

**VIRGINIA DEPARTMENT OF TRANSPORTATION (“Department”),
An agency of the Commonwealth of Virginia:**

Virginia Department of Transportation
Attention: Chief Engineer
1401 East Broad Street
Richmond, VA 23219

DESIGN-BUILDER:

Project No.: **0005-964-562, P-101, R-201, C-501**
Project: **Virginia Capital Trail – New Market Heights Phase
Henrico County and Charles City County, Virginia**

PART 3
2010 LUMP SUM DESIGN-BUILD AGREEMENT BETWEEN
DEPARTMENT AND DESIGN-BUILDER

2.1.4 The Department’s Request for Proposals (“RFP”) is dated March 16, 2012.

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

5.2.1 The **Substantial Completion Date** is September 30, 2013.

~~**5.2.2** The **Interim Milestone Dates** are: (NOT USED)~~

5.3 The **Final Completion Date** is November 22, 2013.

5.6.1 Liquidated damages for failing to attain Substantial Completion by the Substantial Completion Date are Two Thousand, Five Hundred Dollars (\$2,500.00) per day.

~~**5.6.2** Liquidated damages for failing to attain the Interim Milestone Date(s) are: _____ Dollars (\$ _____) per day. (NOT USED)~~

5.6.3 Liquidated damages for failing to attain Final Completion by the Final Completion Date are Two Thousand, Five Hundred Dollars (\$2,500.00) per day.

~~**5.8** The **Early Completion Bonus** rate is _____ Dollars (\$ _____) per day. The **Early Completion Bonus** shall not exceed _____ Dollars (\$ _____). The **Early Completion Bonus** notification deadline is _____. (NOT USED)~~

6.1 The **Contract Price** is _____ Million _____ Thousand and 00/100 Dollars (\$ _____).

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

Department and Design-Builder agree to adjust prices for asphalt, fuel and steel in accordance with the Department’s pertinent special provisions.

9.1.1 The Department’s Senior Representative is:

9.1.2 The Department’s Representative is:

9.2.1 The Design-Builder’s Senior Representative is:

9.2.2 The Design-Builder’s Representative is:

11.1.2 The **Baseline Schedule** shall be submitted within ninety (90) days of the Date of Commencement.

PART 4
2010 GENERAL CONDITIONS OF CONTRACT BETWEEN
DEPARTMENT AND DESIGN-BUILDER

2.2.1 The duration of the **Scope Validation Period** is one hundred twenty (120) days.

The following Articles shall supersede or be added to **Part 4 - 2010 General Conditions of Contract Between Department and Design-Builder**:

2.1.9 Design-Builder shall perform the Work in accordance with: (a) the Contract Documents; (b) applicable Legal Requirements and Governmental Approvals; and (c) the degree of skill and judgment prevailing on the Agreement Date that is expected to be exercised by prudent, skilled and experienced contractors and design professionals on similar projects in the Commonwealth of Virginia, taking into consideration safety, operational requirements, level of service, and life cycle costs. Notwithstanding the above, if any of (a), (b) or (c) in the preceding sentence conflict, Design-Builder shall be obligated to perform the Work in accordance with the more stringent standard.

2.2.5 Waiver of Rights. The failure of Design-Builder to meet the submission requirements required under Section 2.2.3 above for a Scope Issue, including but not limited to the times for providing notice and documentation of the Scope Issue, shall conclusively constitute a waiver of Design-Builder’s rights to seek relief for such Scope Issue.

2.3 Design Professional Services

2.3.1 Design-Builder shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by Design-Builder, or procured from qualified, independent licensed Design Consultants, the necessary design services, including architectural, engineering, surveying, and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-Builder to complete the Work consistent with the Contract Documents. All design professional services shall be performed by professionals properly licensed in the Commonwealth of Virginia and who are well-versed in the Department’s design standards and practices.

2.3.2 No Design Consultant is intended to be, nor shall any Design Consultant be deemed to be, a third-party beneficiary of this Agreement. Department is intended to be and shall be deemed a third-party beneficiary of all contracts between Design-Builder and any Design Consultant. In the event that this Agreement is terminated, Design-Builder shall, upon the written demand of Department, assign such contracts to Department.

2.3.3 Design-Builder shall incorporate all obligations and understandings of the Contract Documents applicable to design services in its respective contracts with any Design Consultant, and require that such obligations be flowed down to lower-tiered Design Consultants, including the obligations relative to ownership of the Work Product set forth in Article 4 of the Agreement.

6.1.1 Within the day period **LISTED IN EXHIBIT 1** of the Date of Commencement, Design-Builder shall submit to Department, for its review and approval, and as part of its submission of the Baseline Schedule under Section 11.1.2 of the Agreement, pricing for the value of each work package, consistent with the Work Breakdown Structure submitted in Design-Builder’s Proposal (“**Earned Value Schedule**”).

The approved Earned Value Schedule will: (i) include values for all items comprising the Work; and (ii) serve as the basis for monthly progress payments made to Design-Builder throughout the Work.

6.2.1.2 QA/QC shall be an integral part of each work package. As part of each Application for Payment that includes completed work packages, Design-Builder’s designated quality assurance manager shall: (a) verify that the design included in each work package has been completed in accordance with the Contract Documents; (b) certify, to the best of his/her information, knowledge and belief, that the construction included in each work package has been completed in accordance with the Contract Documents; and (c) certify that all required QA/QC tests, measurements, permits or other requirements have been completed and all non-conformance reports relative to the respective work package have been resolved. The Design-Builder shall submit with the Application for Payment evidence of the QA/QC reviews, including any checklists, summary data, high-level/outline calculations or design checks, and evaluations of the work and the qualifications of the responsible personnel that completed the work, etc., that the relevant QA or QC reviewer relied on to make its determination the work is complete and conforms to the requirements of the Contract Documents.

Article 10
Contract Adjustments and Disputes

10.1 Requests for Contract Adjustments and Relief

10.1.1 If Design-Builder believes that it is entitled to an adjustment to the Contract Price or Contract Times or other relief for any occurrence arising out of or related to the Work or Project, including the acts or omissions of Department, it shall submit a written request to Department stating the basis for such Contract Price or Contract Time adjustment or relief. Such request shall be submitted: (a) prior to Design-Builder incurring any cost or expense, or performing any work on which the request is based; and (b) in accordance with any specific requirements contained in applicable sections of these General Conditions of Contract or, absent any specific requirement, then within a reasonable time, not to exceed twenty-one (21) days, after the time of the occurrence giving rise to the request for Contract Price or Contract Time adjustment or relief or after Design-Builder reasonably should have recognized the occurrence giving rise to the request for Contract Price or Contract Time adjustment or relief, whichever is later. Such request shall include sufficient information to advise Department of the facts and circumstances giving rise to the request for Contract Price or Contract Time adjustment or relief, the specific contractual adjustment or relief requested and the basis for Design-Builder's entitlement to the adjustment or relief.

10.2 Dispute Avoidance and Resolution

10.2.1 The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes and disagreements. If disputes or disagreements do arise, Design-Builder and Department each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

10.2.2 Design-Builder and Department will first attempt to resolve all disputes or disagreements at the field level through best efforts and good faith negotiations between Design-Builder's Representative and Department's Representative. If the dispute or disagreement cannot be resolved through Design-Builder's Representative and Department's Representative, Design-Builder's Senior Representative and Department's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than forty-five (45) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving the dispute or disagreement. If the Senior Representatives determine that the dispute or disagreement cannot be resolved to the mutual satisfaction of both parties, despite their best efforts, then Design-Builder's sole remedy shall be to pursue the processes set forth in VA. CODE §§33.1-386 and 33.1-387.

10.3 Duty to Continue Performance

10.3.1 Unless provided to the contrary in the Contract Documents, Design-Builder shall continue to perform the Work and Department shall continue to satisfy its payment obligations to Design-Builder, pending the final resolution of any dispute or disagreement between Design-Builder and Department.

10.4 CONSEQUENTIAL DAMAGES

10.4.1 NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY (EXCEPT AS SET FORTH IN SECTION 10.4.2 BELOW), NEITHER DESIGN-BUILDER NOR DEPARTMENT SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL LOSSES OR DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSSES OF USE, PROFITS, BUSINESS, REPUTATION OR FINANCING.

10.4.2 The consequential damages limitation set forth in Section 10.4.1 above will not affect the payment of liquidated damages set forth in Article 5 of the Agreement, which both parties recognize has been established, in part, to reimburse Department for some damages that might otherwise be deemed to be consequential.

12.10 Exhibits

12.10.1 The following exhibits are specifically made part of, and incorporated by reference into, these General Conditions of Contract (Exhibit 3.5.1 is included as an attachment to Part 4):

EXHIBIT 3.5.1 -- GOVERNMENTAL APPROVALS LIST

PART 5
2010 DIVISION I AMENDMENTS TO THE
STANDARD SPECIFICATIONS GENERAL PROVISIONS
FOR DESIGN-BUILD CONTRACTS BETWEEN
DEPARTMENT AND DESIGN-BUILDER

Addition as follows:

- Special Provision for 2010 Division I Amendments to the Standard Specifications – General Provisions for Design-Build Contracts Between Department and Design-Builder, dated March 12, 2011 (included in the RFP Information Package)

DEPARTMENT:

DESIGN-BUILDER:

Virginia Department of Transportation
(Name of Department)

(Name of Design-Builder)

(Signature)

(Signature)

(Printed Name)

(Printed Name)

Chief Engineer
(Title)

(Title)

Date: _____

Date: _____

END OF
EXHIBIT 1 to PART 3 (2010 LUMP SUM DESIGN-BUILD AGREEMENT
BETWEEN DEPARTMENT AND DESIGN-BUILDER PROJECT-SPECIFIC TERMS)