REQUEST
FOR
PROPOSAL

Engineering & Construction Support for the I-64 Hampton Roads Bridge-Tunnel Expansion

RFP No. CE20190111
Virginia Department of Transportation (VDOT) has a requirement for consulting engineering services as described below. Please provide an Expression of Interest (EOI) in accordance with the attached solicitation.

Service Needed: RFP: CE20190111 – Engineering and Construction Support for the I-64 Hampton Roads Bridge-Tunnel Expansion

Type of Contract: Project Specific Contract

Estimated Contract Value: $80,000,000

Performance Period: Seven (7) Year Term from date of executed Memorandum of Agreement (MOA)

EOI Requirements / Instruction to Proposer can be found in: Expression of Interest Volumes I & II

DBE/SWaM Goal: The DBE goal for this contract is 12%. The SWaM goal for this contract is 13%.

Anticipated Procurement Schedule follows*:
- Expression of Interest Due Date and Time 01/22/2019 at 2:00 PM
- Short List Posted on the VDOT Website 01/24/2019
- Interviews/Technical Presentations 02/01/2019
- Final Consultant Selection 02/08/2019
- Selected Consultant Pre-Award Documents Due 02/22/2019
- Completed Negotiations Agreement Due 03/22/2019
- Consultant Contract Signed 03/29/2019

*The Department reserves the right to adjust procurement schedule as needed.

All questions and requests for clarification regarding this RFP shall be submitted to VDOT’s POC in electronic format (submission by email is acceptable). No requests for additional information, clarification or any other communication should be directed to any other individual.

EOI Due Date: Tuesday, January 22, 2019 2:00 p.m. Eastern Standard Time. Submission detail can be found in the Administrative Section, Item 6, Electronic EOI submittals for this RFP.

Procurement Point-of-Contact: All procurement related questions or information should be directed to Michele Goode-bacon at 804-786-0320 or michele.goode-bacon@vdot.virginia.gov.
A. PURPOSE

The Virginia Department of Transportation (VDOT; the Department) is seeking expressions of interest from consulting engineering firms who wish to be considered to provide professional Engineering and Construction Support services for the I-64 Hampton Roads Bridge-Tunnel Expansion (Project). Additional information about the Project can be found at www.HRBTexpansion.org.

The estimated contract value for the Project is $80,000,000 for the anticipated work to be accomplished within seven (7) years. The Offerors are on notice that the estimated contract value is not guaranteed under the contract. The Department anticipates the work for this Contract will be accomplished through the scope of work and budget established in the Annual Work Plans (AWP) each year.

The Department expects the selected firm to provide adequate and qualified resources identified in the Contract to support the successful delivery of the Project. The Consultant’s provision of on-site personnel, who will be dedicated full-time to the Project and co-located in the Project office, is an essential element of this contract.

The method of payment is Fixed Billable Rates (Actual Cost Basis).

The Department reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified firm or to modify or cancel in part or in its entirety the Request for Proposal if it is in the best interest of the Department to do so. This Request does not commit the Department to provide any payment for costs associated with the preparation of proposals submitted in response to this Request for Proposal.

In response to this Request for Proposals, firms submitting an Expression of Interest as a Prime Consultant shall not serve as a sub-consultant on any other team.

B. CONFIDENTIALITY

The Consultant and its employees while providing services under the subject contract may have access to sensitive records and/or information, by virtue of working on a project or being co-located with VDOT. These records and/or information are to be considered confidential and proprietary; VDOT is the owner and custodian of this information. Any information and/or records that the Consultant has access to while providing services under this contract, shall be held in confidence and shall not be used other than for the purposes of providing services to VDOT under this Contract. The Consultant and its employees shall not engage in any activities that may give the Consultant any competitive advantage for future contracts or that may cause a real or perceived conflict of interest. All Consultant employees co-located with VDOT at any VDOT offices, or a project office, irrespective of the period of co-location, shall sign the Confidentiality Certification (to be provided by VDOT).

Unless ordered by a court of competent jurisdiction, or demanded by the Virginia Attorney General’s Office, or otherwise required by law, the Consultant and its employees shall not divulge any confidential information to any entity or person outside of VDOT, including but not limited to the media, or any member of the public, without the prior permission of VDOT. Confidential information exchanges may have to be conducted as necessary and appropriate between the project team and VDOT to perform assigned tasks under the subject Contract; provided that the Consultant
and its employees shall only communicate such information with individuals who are similarly
obligated to VDOT under a confidentiality agreement and/or certification.

In the event of any unauthorized disclosure of such confidential information, VDOT reserves the
right to take any necessary actions including but not limited to terminating the subject contract and
precluding the Consultant and its employee(s) from working on any existing and/or future
contracts with VDOT.

C. CONFLICT OF INTEREST

The consultant and its team members will not be allowed to participate in ANY subsequent contracts
(design and/or construction) related to this project. The Conflict of Interest determination will be
made in accordance with the Department’s policy. The policy is available at:


In consideration of the current design-build procurement, the firms listed below are affiliated with
Design-Build Offeror teams for the Project and are precluded from participating on this procurement
due to conflict of interest:

- AECOM, Inc.
- Al Engineers, Inc.
- Athavale Lystad & Associates (ALA)
- Harris Miller Miller Hanson (HMMH)
- HDR Engineering Inc. (HDR)
- ICA Engineering, Inc.
- Johnson, Mirmiran and Thompson, Inc. (JMT)
- Mattern & Craig
- Michael Baker International
- Mott MacDonald LLC
- Mueser Rutledge Consulting Engineers
- Precision Measurements, Inc.
- Quinn Consulting Services, Inc.
- Tunnel Engineering Consultants (TEC)
- Volkert, Inc.
- Whitman Requardt Associates (WRA)

Information/Records available to the consultants working on existing VDOT contracts for this
Project are considered proprietary, confidential and not public. As such, the consultants are
prohibited from using such data and information to compete for this RFP. In the event of any
unauthorized disclosure of such confidential information, VDOT reserves the right to take any
necessary actions including but not limited to terminating the subject team from further competing
on this procurement.
D.  **SCOPE OF WORK**

The Consultant will be responsible for providing engineering and construction support for the delivery of the Project and shall provide experienced qualified personnel to assist in engineering and construction oversight of the Project. Consultant staff will act as extensions of the Department staff and are expected to be long-term members of the Project oversight team.

The services and disciplines for this scope may include but are not limited to the following:

- **Contract Management**
  - Provide timely and appropriate resources to VDOT, based on the Contract between VDOT and the Consultant, as well as contracts with sub consultants.
  - Monitor and track tasks, develop budget forecasting, and monthly progress reports

- **Engineering Task Management**
  - Provide oversight and performance management of engineering tasks
  - Responsible for timely review of Design-Build deliverables
  - Ensure Compliance with State and Federal regulations and policy, including FHWA Major Projects requirements

- **Engineering Support Services**
  - Provide Technical expertise in disciplines including but not limited to roadway, drainage, marine structures, coastal systems, tunnels, bridges, ITS, toll systems, traffic operations modeling, and other aspects of infrastructure development
  - Develop and/or review of special provisions
  - Analyze/perform reviews of Design-Build submittals/deliverables (engineering and/or construction).
  - Ensure appropriate consideration and incorporation of Common Sense Engineering Principles as outlined by the VDOT 2017 Business Plan

- **Tunnel Engineering Support Services**
  - Develop and/or review of specifications, special provisions, engineering design, space proofing, and analysis related to the bored tunnel
  - Provide specialty engineering expertise and oversight for tunnel ventilation, fire/life safety, NFPA 502 compliance, structural, electrical and mechanical systems, SCADA, and architectural finishes
  - Assess means-and-methods for tunnel construction
  - Provide specialty TBM instrumentation and monitoring capabilities

- **Materials (Geotechnical and Pavement) Services**
  - Provide geotechnical engineering design and construction phase support for land-based and marine aspects of the Project (e.g. ground movements and soil-structure interaction for tunnel approaches, bridge foundations, pile driving, pavement, embankments, etc.)
  - Provide Interpretation of and Design-Build’s Geotechnical Data Report and assisting in developing response to Design-Build’s Geotechnical inquiry/claim.
  - Provide Instrumentation, field investigation, and materials testing capabilities
• **Tunnel Geotechnical Services**
  - Provide interpretation of Geotechnical Baseline Report and assisting in developing response to Design-Builder’s Geotechnical inquiry/claim.
  - Provide Instrumentation, field investigation, and materials testing capabilities
  - Provide geotechnical expertise related to tunnels
  - Provide engineering support for tunnel design and construction in soft soil marine environment.

• **Survey/Mapping Services**
  - Perform location, mapping, property line, and utility surveys and develop supplemental survey data
  - Verify accuracy and completeness of survey and utility information provided

• **Environmental Services**
  - Administer environmental documents to satisfy the National Environmental Policy Act (NEPA) and related studies/requirements, including—
    - Permit determinations using standard VDOT documentation
    - Wetland delineation and mitigation services
    - Threatened and Endangered Species studies
    - Preparation and review of all necessary permit applications and subsequent presentation at Interagency Coordination Meetings
    - Cultural Resource services including Section 106 coordination
    - Performance of hazardous materials investigations
    - Preparation of air and noise impact analysis and abatement
  - Develop, review, monitor, and coordinate permits
  - Monitor and review Construction Phase mitigation measures
  - Investigate land and marine environmental incidents during construction
  - Conduct Wildlife habitat and water quality studies

• **Traffic Planning, Engineering, and Management Services**
  - Review and/or develop Traffic Management Plans (including congestion mitigation strategies, oversight of congestion management activities, and maintenance of traffic) for land and marine traffic
  - Review and conduct independent analysis of traffic operational and safety impacts of construction and incidents on freeways, signals, and surrounding local roads
  - Develop traffic engineering plans, traffic engineering data, and associated analysis related to signs, signals, lighting, pavement markings/markers, and ITS
  - Review traffic engineering forecasts and/or perform predictive traffic modeling
  - Review and/or develop Interchange Modification/Justification Reports (IMR/IJR) including operational and traffic analysis
  - Develop/ review ITS system architecture, technology, and network alternatives
  - Oversee ITS system integration and equipment installation and testing

• **Construction Management and Inspection Services**
  - Provide construction engineering management, inspection, and audits
  - Provide Onsite and offsite inspection of Project materials and fabrication
  - Provide inspection of TBM assembly and operations
  - Provide Inspection of activities related to bored tunneling (including marine works, ground improvement, slurry/secant wall installation, liner erection/grouting, spoils management)
- Conduct constructability reviews
- Provide Utility relocation oversight
- Provide engineering oversight for facility testing, commissioning, and operational certification prior to turnover

- **Quality Verification and Audit Services**
  - Provide Independent assurance/independent verification of contractor’s QA/QC processes
  - Develop external quality requirements and internal quality management procedures
  - Maintain complete and auditable quality oversight records
  - Implement internal and external process audits

- **Safety Program**
  - Perform construction oversight and monitoring
  - Perform work Zone review and oversight

- **Project Controls and Risk Management Services**
  - Assist in Scope Validation Item analysis and resolution; claims review and avoidance
  - Provide scheduling services, including review of Design-Builder schedule submittals, preparation of Contract Time Determination reports, and time impact analyses
  - Provide cost estimating services, including review of contract change proposals, preparation of cost estimates (e.g. owners estimate and bottom-up construction estimates), and operations and maintenance life-cycle costing
  - Review Design-Builder invoices to VDOT
  - Develop Project reporting from VDOT to external parties
  - Provide project partnering facilitation, risk analysis, and risk management
  - Develop FHWA Major Projects deliverables, including updates to project management and financial plans
  - Maintain and update the VDOT’s risk register during the design and construction phases of the project
  - Identify the highest risk elements of the project, whether VDOT or Design-Builder responsibility, and develop and execute risk mitigation.
  - Prepare reports with respect to potential and actual budget and schedule impacts of risk, claims, disputes and Contract changes.

- **Public Affairs/Outreach Management**
  - Support in developing and conducting public outreach:
    - Develop and implement public affairs strategies and tools, including website updates and social media postings
    - Develop, disseminate, and maintain information to communicate key construction and project development topics to stakeholders
    - Develop and implement public education strategies and programs
  - Prepare information, presentations and associated documentation related to public hearings/citizen information meetings
• **DBE and SWaM Support**
  - Provide administrative support for monitoring Disadvantaged Business Enterprise (DBE) and Small, Women and Minority (SWaM) programs
  - Collect and report information on workforce utilization and contractor compliance guidance
  - Conduct Business outreach, supportive services, and training/development programs

• **Information Technology (IT) Support Services**
  - Support Project team on all IT needs by providing support to VDOT IT
  - Provide IT hardware equipment capable of supporting Project data-management needs.
  - Provide audio and visual communications equipment capable of providing reliable and consistent communications.
  - Provide staff as necessary to manage, maintain, and troubleshoot these systems to ensure continuous operation.

• **Document Control Services**
  - Configure, operate, maintain and manage a project communications network and document control system for VDOT’s project team. This includes e-mail communication and electronic transfer of all types of graphic files, project reports, correspondence, schedules, spreadsheets, and CADD drawing files.
  - Provide staff as necessary to manage, maintain, and troubleshoot this system to ensure continuous operation.

The Consultant shall furnish other necessary engineering or support services to facilitate the success of the Project, including quality control and quality assurance aspects of products and services provided. The Department’s roadway design system is GEOPAK\OpenRoads Civil Design Software and the drafting system is MicroStation.

**Office Space**
At Department’s direction, the Consultant may be required to provide leased office space with all necessary furniture and appurtenances to support project and VDOT staff. If leased space is required, the final configuration of the space and staffing will be determined at that time.

**E. NEGOTIATIONS**
Consistent with 23 CFR172.11 requirements, VDOT will conduct negotiations with the selected firm. The objective is to negotiate a fair and reasonable fee for the scope of services. The selected firm shall note the following:

- The classification rates will be negotiated based on the fair and reasonable market rates in Virginia for the position and associated responsibilities. The classification rates will not solely be based on an individual’s salary.
- Executive level positions (Principals, partners, directors, vice presidents, officers and those with similar duties and titles) are considered to have administrative and/or management functions whose costs are deemed to have been included in the overhead. If the Consultant chooses to propose those personnel for any classifications, the individual’s salary will be removed from the computations of Pre-Award submittal used for negotiations. In any case, the hourly rate established for the classification will be established without considering his/her salary.
The individuals providing services from a VDOT location will be subject to their approved field office overhead rate. As such, all firms will be required to have field and home office overhead rates. Firms that do not have established field and/or home office overhead rates will be required to obtain a letter from Assurance Compliance Office (ACO) regarding applicable rates.

VDOT expects all individuals identified on the Organizational chart to remain on the Consultant’s Team for the duration of the procurement process and, if the consultant is awarded a contract, the duration of the contract unless otherwise approved by VDOT.

F. CONTRACT ADMINISTRATION

F.1. ANNUAL WORK PLANS: The Department will administer this contract through Annual Work Plans and Task Letters of Agreement (TLOA). This plan will describe the work for the upcoming year and establish anticipated budget for the Work on an annual basis. Detailed scope and estimates will be prepared by the consultant and approved/authorized by the Department using TLOAs. An Annual Work Plan will be prepared by the Consultant each year and approved by the Department on a fiscal-year basis (July 1 to June 30). However, the first Annual Work Plan will be from the date of Contract execution to June 30, 2020. Department anticipates TLOAs may include specialized tasks as small as $25,000 in value.

For the avoidance of doubt, the Department does not pay for the development of AWPs and subsequent TLOAs; the Consultant’s preparation of invoices to VDOT; and the Consultant’s administration or invoicing of its sub-consultants.

F.2. TRAVEL AND OVERTIME: For this project, consultant staff may work from their home office unless assigned to a VDOT office (including the Project Office). Once the consultant personnel are assigned to a VDOT office (VDOT office and Project office both are considered Field locations), all consultant travel and associated expenses will be considered to originate and end at the assigned VDOT office. Furthermore, for consultant staff not assigned to a VDOT Office, reimbursable mileage and travel costs will be calculated from the staff’s Virginia office. For staff that is from an out of state office, travel will be calculated from the Virginia office closest to the staff’s out of state office. If the Consultant does not have a Virginia Office, travel will be calculated from prime consultant’s Virginia office closest to the sub-consultant’s out of state office. The consultant shall be reasonable with regards to travel which shall be in a fiscally responsible manner. The Consultant shall obtain prior written approval for all travel. Prolonged travel (e.g. travelling on a day to day basis for a long period of time) is neither anticipated nor encouraged.

The VDOT Project Director may authorize travel (including airfare) on a case-by-case basis for specific individuals such as experts requested by the Department and not the regular support staff.

For the avoidance of doubt, VDOT does not pay consultants for travel time.

Key Personnel and senior personnel classifications will not be eligible for overtime compensation for work hours exceeding 40 hours/week. However, the Project Director may permit overtime compensation for Key Personnel and Senior Personnel on specific instances with prior written approval provided the Consultant submits supporting documentation for the overtime payment to the individual(s). Other classifications may be allowed overtime compensation (for work hours exceeding 40 hours/week) on a case by case basis with prior written approval from the Project Director provided the Consultant submits supporting documentation for the overtime payment to the individual(s).
G. PROJECT ORGANIZATION

A summary of the anticipated organizational structure for this contract is as shown below. The Offerors should not change the organizational chart above the dashed line. However, the Offerors are allowed to expand the organizational chart below the dashed line. Please note that any changes above the dashed line will not be considered for evaluation. The Department in its sole discretion may consider Offerors non responsive if changes are made above the red dashed line.

Positions marked with plus (+) are anticipated to be co-located full-time in the Project Office. The Department in its sole discretion may designate additional positions for full-time co-location.

Co-located personnel are expected to be fully dedicated to the Project; no business related to other projects may be conducted in the Project Office.

The Department desires a fully integrated team rather than separate groups of VDOT and Consultant personnel, enabling the Department to interface directly with co-located Consultant staff at all levels of the organization. It is not the Department’s intent that Consultant work products be channeled through a Consultant Project Manager prior to delivery to the Department.
PROJECT ORGANIZATIONAL CHART

VDOT Project Director

VDOT Deputy Project Director

+Consultant Project Manager

+Consultant Contracts Mgr.

VDOT Engineering Lead

+Engineering Task Manager

+Lead Structural Engr.

+Lead Tunnel Engr.

+Geotechnical Tunnel Engr.

Sr. Engineers/Specialists

Engineers/Specialists

VDOT Construction Lead

+Resident Engineers

+Construction Task Manager

+Project Controls Mgr.

+Quality Manager

+Safety Manager

CEI Disciplines

VDOT Civil Rights Lead

Sr. Civil Rights Specialist

VDOT Public Affairs Lead

Sr. Public Affairs Specialist

VDOT Deputy Project Director

+Engineer Task Manager

+Lead Tunnel Engr.

+Lead Structural Engr.

Note: Individuals marked with + are anticipated to be co-located full-time in Project office.
H.  KEY PERSONNEL & OTHER CLASSIFICATIONS

H.1. KEY PERSONNEL POSITIONS: Key Personnel shall have appropriate depth of experience and capability as evidenced in their resumes to meet the requirements set forth in this RFP. Specific responsibilities and preferred qualifications are given in the table below.

The following are the Key Personnel positions for this Project, with anticipated start dates:

<table>
<thead>
<tr>
<th>Key Personnel Position</th>
<th>Anticipated Start Date</th>
<th>Anticipated Full-Time Start Date at Project Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Consultant Project Manager</td>
<td>April 2019</td>
<td>April 2019</td>
</tr>
<tr>
<td>2) Consultant Contracts Manager</td>
<td>April 2019</td>
<td>April 2019</td>
</tr>
<tr>
<td>3) Design-Build Contract Risk Specialist</td>
<td>Spring 2019</td>
<td>Fall 2019</td>
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<tr>
<td>4) Engineering Task Manager</td>
<td>April 2019</td>
<td>April 2019</td>
</tr>
<tr>
<td>5) Construction Task Manager</td>
<td>Spring 2019</td>
<td>Fall 2019</td>
</tr>
<tr>
<td>6) Quality Verification and Audit Manager</td>
<td>Spring 2019</td>
<td>Fall 2019</td>
</tr>
<tr>
<td>7) Senior Structural Engineer</td>
<td>Spring 2019</td>
<td>Spring 2019</td>
</tr>
<tr>
<td>8) Senior Tunnel Engineer</td>
<td>Spring 2019</td>
<td>Arrival of TBM ‡</td>
</tr>
<tr>
<td>9) Geotechnical Tunnel Engineer</td>
<td>Spring 2019</td>
<td>Arrival of TBM ‡</td>
</tr>
<tr>
<td>10) Resident Engineer</td>
<td>a. Fall 2020</td>
<td>a. Fall 2020</td>
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<td>b. Fall 2020</td>
<td>b. Fall 2020</td>
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<td>c. Spring 2020</td>
<td>c. Spring 2020</td>
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<td></td>
<td>d. Fall 2020</td>
<td>d. Fall 2020</td>
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<tr>
<td>11) Project Controls Manager</td>
<td>Spring 2019</td>
<td>Spring 2019</td>
</tr>
</tbody>
</table>

‡ The arrival of the tunnel boring machine (TBM) is dependent on the Design-Builder’s schedule but may be assumed for planning purposes to occur as early as the end of 2020.

Full-time assignment to the Project office as noted above will continue for the duration necessary to support the Project’s needs but may be assumed to extend at least through the end of AWP 2 (i.e. June 2021). Upon completion of AWP2, the Department along with the consultants will reevaluate the needs for full time assignment for the purposes of preparing AWP 3. This re-evaluation will then occur on an annual basis at the time of each AWP preparation.

H.2. FUNCTIONS: Given the scale of the Project, VDOT is pairing its Engineering Lead and Construction Lead with the consultant’s Engineering Task Manager and Construction Task Manager, respectively. In these positions, the VDOT Lead and consultant Task Manager shall work together collaboratively via a mutually-agreed division of responsibilities to ensure all Project engineering and construction oversight functions are fully covered.

It is anticipated the Design-Builder will segment the Project into multiple sub-projects, each covering several hundred million dollars of work, and will assign full responsibility for each sub-project to an area manager. The consultant’s Resident Engineers will interface directly with the Design-Builder’s area managers as their counterparts and will have comprehensive knowledge of all aspects (including...
design, construction, and contract management) of their respective areas. The focus of the Resident Engineers will be structured to align with the Design-Builder’s area managers.

H.3. PERSONNEL CLASSIFICATIONS: Below is a listing of anticipated classifications and associated descriptions for this contract. Resumes are only required for the positions denoted with the “*” in the following table.

<table>
<thead>
<tr>
<th>#</th>
<th>Position</th>
<th>Responsibilities</th>
<th>Qualifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>KEY PERSONNEL</td>
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</tr>
</tbody>
</table>
| 1  | Consultant Project Manager *    | – Holds the Consultant’s onsite leadership role for the Project.  
– Directly supports VDOT’s project leadership to enable successful on-time and on-schedule delivery of the Project.  
– Advises VDOT’s project leadership on management and oversight of the Project, including coordinating with stakeholders and meeting all Federal requirements.  
– Represents the team on Technical discussions and has the Technical knowhow to discuss and resolve project technical issues.  
– Sees the Project’s “big picture” beyond engineering and construction requirements, and understands their interface with the Project’s objectives.  
– Able to act decisively and timely to ensure VDOT’s schedule responsibilities are met.  
– Able to balance technical constraints, policy goals, and stakeholder needs to recommend optimal solutions to difficult issues.  
|    |                                |                                                                                                             | – Typically would possess more than 25 years of experience in transportation infrastructure development and construction.  
– Demonstrated experience in similar roles/responsibilities as consultant project manager on past design-build or PPP projects of similar magnitude and complexity.  
– Demonstrated knowledge of public policy and business practices related to transportation issues.  
– Demonstrated familiarity in FHWA policies and procedures, including FHWA major project requirements.  
– Demonstrated skill in maneuvering through complex political situations with sensitivity to how people and organizations function, as well as negotiating and leading discussions to reach positive outcomes.  
– Demonstrated knowledge, skills, and experience to manage, coordinate, and oversee multiple project support efforts in order to meet on-time, on-budget, high quality business objectives.  
– Professional Engineer license required.  |
| 2  | Consultant Contract Manager*    | – Is the management and administrative lead for consultant staff resourcing and contract management  
– Holds the leadership role in the management and timely delivery of sufficient quality and quantity of support services to the Project.  
– Has full authority to commit consultant resources and is ultimately responsible for the timely, high quality execution of contract tasks and products  
– Responsible for monitoring contract task schedule and budgets  
– Responsible for overall management of consultant invoicing and management of sub consultants  
|    |                                |                                                                                                             | – Demonstrated experience in similar roles/responsibilities as consultant contract manager on a project of similar magnitude and complexity.  
– Demonstrated knowledge of public policy and business practices related to transportation issues.  
– Demonstrated knowledge, skills, and experience to manage, coordinate, and oversee multiple project support efforts in order to meet on-time, on-budget, high quality business objectives.  |
| 3  | Engineering Task Manager*       | – Supports VDOT’s project leadership while coordinating with other Project leads  
<p>|    |                                |                                                                                                             | – Typically would possess more than 20 years of experience in transporta-  |</p>
<table>
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<tr>
<th>Position</th>
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<tr>
<td><strong>(Only one individual permitted)</strong></td>
<td>Performs management and general administrative role for oversight of engineering services and understanding their interface with the Project’s objectives.</td>
<td>Demonstrated experience in similar roles/responsibilities as Engineering Manager on past design-build or PPP projects of similar magnitude and complexity.</td>
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<td></td>
<td>Able to act decisively and timely to ensure VDOT’s schedule responsibilities are met.</td>
<td>Demonstrated skill in maneuvering through complex political situations with sensitivity to how people and organizations function, as well as negotiating and leading discussions to reach positive outcomes.</td>
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<td></td>
<td>Able to balance engineering constraints, policy goals, and stakeholder needs to recommend optimal solutions to difficult issues.</td>
<td>Demonstrated knowledge, skills, and experience to manage, coordinate, and oversee multiple project support efforts in order to meet on-time, on-budget, high quality business objectives.</td>
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<tr>
<td></td>
<td>Has authority to commit consultant engineering resources and is ultimately responsible for the timely, high quality execution of tasks and products.</td>
<td>Demonstrated knowledge of public policy and business practices related to transportation issues.</td>
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<tr>
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<td>Establishes and manages process to ensure timely reviews of and responses to all engineering submittals.</td>
<td><strong>VA Professional Engineer license required.</strong></td>
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<td>Ensures technical staff conduct their work with a “design-build mindset” rather than a “design-bid-build mindset”</td>
<td>DBIA designated Design-Build Professional preferred</td>
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<td>Establishes process to review comments for appropriateness, assess dispositions and bring comments to timely resolution.</td>
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<td>Establishes and leads a technical issues escalation process that solves all issues early and at the lowest level possible.</td>
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<td>Responsible for recording and managing key engineering decisions. Records shall provide all back up material necessary for the defense of potential future change orders and/or claims.</td>
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<td>On a regular basis keeps the overall Project Team informed of engineering decisions and issues.</td>
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<tr>
<td><strong>Construction Task Manager</strong> <em>(Only one individual permitted)</em></td>
<td>Supports VDOT Project leadership while coordinating with other Project leads.</td>
<td>Typically would possess more than 20 years of experience in transportation infrastructure development and construction.</td>
</tr>
<tr>
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<td>Management and general administrative role for delivery of Construction tasks and/or services and understanding their interface with the project’s objectives.</td>
<td>Demonstrated experience in similar roles/responsibilities as Construction Task Manager on past design-build or PPP projects of similar magnitude and complexity.</td>
</tr>
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<td>Able to act decisively and timely to ensure VDOT’s schedule responsibilities are met.</td>
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<td></td>
<td>Able to balance construction constraints, policy goals, and stakeholder needs to recommend optimal solutions to difficult issues.</td>
<td>Demonstrated knowledge, skills, and experience to manage, coordinate and oversee multiple project support efforts in order to meet on-time, on-budget, high quality business objectives.</td>
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<td></td>
<td>Has authority to commit consultant construction resources and is ultimately responsible for the timely, high quality execution of tasks and products.</td>
<td>Demonstrated skill in interpreting</td>
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<td>#</td>
<td>Position</td>
<td>Responsibilities</td>
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</table>
|   |                                              | With the Quality Manager establishes an audit program and conducts audits of construction and construction documentation to verify the Design-Build is in compliance with the Contract. | - Demonstrated knowledge of public policy and business practices related to transportation issues.  
- Professional Engineer license required.  
- Will be required to obtain Virginia PE prior to initiation of Construction  
- Certified Construction Manager preferred. |
|   |                                              | With the Project Director, formulates strategies for engagement with the Design-Build on construction, schedule and commercial issues related to construction.  
- Manages off-site and on-site inspections and testing.  
- Plans for and manages reviews and response of all construction submissions.  
- Puts in place and manages processes to identify and control risks related to construction.  
- Responsible for development and implementation of processes and procedures to achieve overall project Acceptance.  
- Manages changes to the Contract related to construction.  
- Responsible for recording and managing all construction decision records. Records shall provide all back up material necessary for the defense of potential future change orders and/or claims.  
- On a regular basis keeps the overall Project Team informed of construction decisions and issues. | - Typically would possess more than 15 years of experience in transportation infrastructure development and construction.  
- Demonstrated experience in similar roles/responsibilities as Quality Verification and Audit Manager on past design-build or PPP projects of similar magnitude and complexity.  
- Demonstrated skill in maneuvering through complex political situations with sensitivity to how people and organizations function, as well as negotiating and leading discussions to reach positive outcomes.  
- Demonstrated knowledge, skills, and experience to manage, coordinate, and oversee multiple project support efforts in order to meet on-time, on-budget, high quality business objectives.  
- Demonstrated skill in interpreting contracts, special provisions, and specifications related to roadway design and construction.  
- Demonstrated knowledge of public policy and business practices related to roadway design and construction. |
| 5 | Quality Verification and Audit Manager*      | Responsible for developing and managing monitoring systems and processes that are sufficient to verify that the design, construction and management by the Design Builder are in accordance with the contract. | - Typically would possess more than 15 years of experience in transportation infrastructure development and construction.  
- Demonstrated experience in similar roles/responsibilities as Quality Verification and Audit Manager on past design-build or PPP projects of similar magnitude and complexity.  
- Demonstrated skill in maneuvering through complex political situations with sensitivity to how people and organizations function, as well as negotiating and leading discussions to reach positive outcomes.  
- Demonstrated knowledge, skills, and experience to manage, coordinate, and oversee multiple project support efforts in order to meet on-time, on-budget, high quality business objectives.  
- Demonstrated skill in interpreting contracts, special provisions, and specifications related to roadway design and construction.  
- Demonstrated knowledge of public policy and business practices related to roadway design and construction. | *(Only one individual permitted)*  
- Coordinates with Engineering and Construction leads to ensure Independent Assurance, Verification Sampling and Testing, and Inspection are aligned with design and construction requirements.  
- Authorizes and leads periodic audits for compliance with contract; oversees the development, review and submittal of quality audit and management reports; and oversees the review, management and monitoring of the Design-Builder’s QA/QC Plan and subsequent updates.  
- With the Project Director, formulates strategies for engagement with the Design-Builder on quality, schedule and commercial issues related to quality documentation.  
- Plans for and manages reviews and responses of all QA/QC submissions.  
- Puts in place and manages processes to identify and control risks related to quality.  
- Identifies necessary resources and manages budget for quality resources. |
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<tr>
<th>#</th>
<th>Position</th>
<th>Responsibilities</th>
<th>Qualifications</th>
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</table>
|    |                                       | − Responsible for recording and managing all Quality decision records. Records shall provide all back up material necessary for the defense of potential future change orders and/or claims.  
− Prepares, manages and implements quality processes for all owner responsibilities.  
− Prepares Owner’s Project Verification Plan outlining all procedures and processes of the owner’s oversight team from an independent assurance and verification standpoint.  
− Conducts QA audits of owner processes and procedures on a regular basis to ensure that all internal activities are conducted in accordance with the quality plan and that all records are up to date and of sufficient quality.  
− On a regular basis keeps the overall Project Team informed of quality issues | − Demonstrated knowledge of VDOT’s Minimum Requirements for QA/QC on Design Build/PPTA projects  
− Virginia Professional Engineer license required.                                                                 |
| 6  | Lead Structural Engineer - *          | − Leads interpretation and implementation of design-build contract requirements for all bridges, including landside and marine structures  
− Provides technical leadership and guidance for evaluation of design-builder technical concepts  
− Leads technical review of structural design submittals  
− Evaluates durability, constructability, and construction implications of proposed design, including impacts on adjacent facilities and traffic operations  
− Trains project staff in related technical skills | − Typically would possess more than 15 years of bridge and structural engineering experience  
− Demonstrated experience working on Design-Build projects  
− Demonstrated expertise in bridge repair, rehabilitation, and replacement for marine structures and interstate highway bridges  
− Demonstrated familiarity with Accelerated Bridge Construction methods  
− Professional Engineer license required                                                                 |
| 7  | Lead Tunnel Engineer - *              | − Leads interpretation and implementation of design-build contract requirements for tunnel  
− Provides technical leadership and guidance for evaluation of design-builder technical concepts  
− Evaluates durability, constructability, and construction implications of proposed design, including impacts on adjacent facilities and their operations  
− Leads technical review of tunnel design submittals  
− Trains project staff in related technical skills | − Typically would possess more than 15 years of soft-ground tunnel engineering experience  
− Demonstrated experience working on Design-Build projects  
− Demonstrated expertise in marine bored tunneling  
− Demonstrated experience in design and construction phase support for complex transportation tunnel projects  
− Professional Engineer license or international equivalent required |
| 8  | Geotechnical Tunnel Engineer - *      | − Oversees and coordinates various geotechnical disciplines including but not limited to Tunnel Geotechnical engineering and Land Geotechnical exploration.  
− Understands interfaces of geotechnical issues with overall project objectives.  
− Leads interpretation of Geotechnical Baseline and Geotechnical Data Reports. | − Typically would possess more than 20 years geotechnical experience  
− Experience preparing and interpreting Geotechnical Baseline Reports for soft-ground tunnels  
− Demonstrated experience in design and construction phase support-of-extraction systems for tunnels and |
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<th>#</th>
<th>Position</th>
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<th>Qualifications</th>
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<tr>
<td></td>
<td></td>
<td>- Provides technical leadership and guidance for evaluation of design-builder concepts for ground improvement</td>
<td>marine works</td>
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<td></td>
<td></td>
<td>- Supports technical review of design submittals</td>
<td>Demonstrated experience in land and marine geotechnical explorations and ground improvement alternatives</td>
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<td></td>
<td></td>
<td>- Addresses both land based and marine construction issues (ground movements, tunnel approach structures, support of excavation, bridge foundations, pile driving, etc.)</td>
<td>Demonstrated experience with instrumentation systems to monitor ground and structural movements</td>
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<td>Demonstrated experience working on Design-Build projects</td>
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<td><strong>Professional Engineer license required</strong></td>
</tr>
<tr>
<td>B</td>
<td>ENGINEERING (Major Disciplines: Roadway, Bridges/Structures, Pavements, Geotechnical, Hydraulics, Traffic, Tunnels)</td>
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</tr>
<tr>
<td>1</td>
<td>Senior Engineer</td>
<td>- Viewed as a senior engineering professional with leadership role in planning, organizing, and supervising the work of mid-level and junior professionals and technicians.</td>
<td>Typically possesses 15 years’ experience in a relevant field of transportation infrastructure development and construction.</td>
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<td>- Resolves problems or challenges of significant scope and impact and high complexity.</td>
<td>Demonstrated experience in similar roles/responsibilities on complex major transportation infrastructure programs / projects.</td>
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<td><strong>Virginia Professional Engineer license required.</strong></td>
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<td>Professional certification in other specific areas preferred as applicable.</td>
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<tr>
<td>2</td>
<td>Engineer</td>
<td>- Performs complex assignments, making independent decisions on problems and methods.</td>
<td>Demonstrated experience in similar roles/responsibilities on complex major transportation infrastructure programs / projects.</td>
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<td></td>
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<td>- Makes decisions on significant design engineering and procedures.</td>
<td><strong>Professional Engineer license required:</strong> Virginia license preferred.</td>
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<td></td>
<td></td>
<td>- May supervise a small staff of engineers and technicians.</td>
<td>Professional certification in other specific areas preferred as applicable.</td>
</tr>
<tr>
<td>3</td>
<td>Junior Engineer</td>
<td>- Performs assignments exercising judgement in evaluation, selection, and modification of standard engineering techniques and procedures.</td>
<td>Demonstrated experience in relevant areas of transportation infrastructure programs / projects.</td>
</tr>
<tr>
<td>4</td>
<td>CADD Technician</td>
<td>- Prepares technical drawings and designs independently under broad direction from Engineer or Project Manager on various assignments.</td>
<td>Demonstrated experience in similar roles/ responsibilities on transportation infrastructure projects.</td>
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<td></td>
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<td>- Requires extensive knowledge of CAD, design development construction documents, technical and engineering knowledge.</td>
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<tr>
<td>C</td>
<td>SPECIALISTS (Major Disciplines: Environmental, Utilities, Survey, Planning, Traffic Modelling, ITS, Public Affairs, Civil Rights)</td>
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<tr>
<td>1</td>
<td><strong>Senior Specialist</strong></td>
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<td>2</td>
<td><strong>Specialist</strong></td>
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<tr>
<td>3</td>
<td><strong>Junior Specialist</strong></td>
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<tr>
<td>4</td>
<td><strong>Senior Traffic Modeler</strong></td>
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<td>5</td>
<td><strong>Traffic Modeler</strong></td>
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<tr>
<td>D</td>
<td>OTHER SPECIALISTS</td>
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</tbody>
</table>

### 1. **Senior Specialist**
- Viewed as a technical expert resolving problems of greater scope and complexity.
- May plan or develop project activities which have significant impacts on programs or projects.
- May plan, organize, and supervise a group of professionals and technicians.
- Typically possesses 15 years’ experience in relevant area of expertise in transportation infrastructure development and construction.
- Demonstrated experience in similar roles/responsibilities on complex major transportation infrastructure programs or projects.

### 2. **Specialist**
- Performs complex assignments, making independent decisions on problems and methods.
- Makes decisions on significant technical issues and procedures.
- May supervise a small staff of professionals and technicians.
- Demonstrated experience in similar roles/responsibilities on past assignments for complex major transportation infrastructure programs or projects.

### 3. **Junior Specialist**
- Performs assignments exercising judgement in evaluating and identifying problems on technical and procedural issues.
- Monitors activities and progress; prepares reports.
- Demonstrated experience in relevant areas of transportation infrastructure programs / projects.

### 4. **Senior Traffic Modeler**
- Viewed as a senior professional in traffic modeling and forecasting with leadership role in planning, organizing, and supervising the work of professionals and technicians.
- Resolves problems or challenges of significant scope and impact and high complexity.
- Typically possesses 15 years’ experience in a traffic modelling and forecasting in transportation.
- Demonstrated experience in similar roles/ responsibilities on complex transportation infrastructure program or projects.

### 5. **Traffic Modeler**
- Performs assignments using acceptable traffic forecasting model.
- Makes decisions on planning issues and procedures.
- May supervise a small staff.
- Demonstrated experience in traffic modelling and forecasting on past assignments for transportation infrastructure programs or projects.

### D. **OTHER SPECIALISTS**

#### 1. **Design-Build Contract Risk Specialist** (Only one individual permitted)
- Assists VDOT in the execution, and administration of business and contractual aspects of design-build contract including advising project personnel on contract administration matters and negotiating project closeout and claim issues.
- Establishes implements and manages process and procedures to control risk and manage contingency.
- Develops and implements processes and procedures for managing all contract, cost or schedule changes (claims, delays, etc.)
- Develops and implements negotiation strategies to bring all changes to quick resolution
- Develops business status reports for potential/actual budget and schedule impacts
- Typically would possess more than 20 years’ experience in transportation infrastructure development and construction.
- Demonstrated experience as Contract Risk Specialist on complex major transportation infrastructure program/projects.
- Demonstrated extensive experience in successful negotiation including claims, disputes and project close-out.
- Demonstrated skill in maneuvering through complex political situations with sensitivity to how people and organizations function, as well as negotiating
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<tbody>
<tr>
<td>1</td>
<td><strong>Project Controls Manager</strong>&lt;sup&gt;®&lt;/sup&gt; (Only one individual permitted)</td>
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<tr>
<td></td>
<td>Supports the Design-Build payment process including invoice analysis, prepares and analyzes cost estimates for various design and construction applications, supports change/work order management and tracking, supports and leads teams in analyzing and responding to claims, disputes, and other similar activities.</td>
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<td></td>
<td>Interfaces with the project development processes and supports by preparing contract time determination reports, performing constructability review, and other similar support type applications.</td>
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<td></td>
<td>Establishes and manages processes and procedures for both cost and schedule assessment, forecasting corrective actions review, progress measurement, reporting and leading discussions to reach positive outcomes.</td>
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<td></td>
<td>Typically possesses more than 15 years’ experience in transportation infrastructure development and construction.</td>
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<tr>
<td></td>
<td>Typically possesses more than 10 years’ experience in Project Controls.</td>
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<tr>
<td></td>
<td>Demonstrated experience with design-build project development and delivery.</td>
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<td></td>
<td>Demonstrated experience in a similar role on complex transportation design-build projects.</td>
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<tr>
<td>2</td>
<td><strong>Professional Land Surveyor</strong></td>
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<td>Provides technical expertise to the project in all areas of survey services including support for complex technical issues.</td>
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<td>Performs field layout on complex and large sites.</td>
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<td>Conducts research and renews client and government records.</td>
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<td>Addresses more difficult site measurements.</td>
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<td></td>
<td>Typically possesses 15 years’ experience in transportation infrastructure development and construction.</td>
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<tr>
<td></td>
<td>Demonstrated experience in similar roles/responsibilities on complex major transportation infrastructure program or project.</td>
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<tr>
<td></td>
<td>Virginia Land Surveyor License required.</td>
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<td>3</td>
<td><strong>Survey Party Chief</strong></td>
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<td></td>
<td>Participates in supervising crews engaged in surveying, performs design and location surveys, including topography and contour.</td>
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<td></td>
<td>Performs construction surveys, including verifying rights-of-way for completion of projects.</td>
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<td>Demonstrated experience in similar roles/responsibilities on transportation infrastructure projects.</td>
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<tr>
<td>4</td>
<td><strong>Landscape Architect</strong></td>
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<tr>
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<td>Prepares detailed landscape plans including plant summaries, details, and required streetscape features along large scale transportation projects.</td>
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<td></td>
<td>Requires in-depth knowledge of appropriate types of plant species, plants native to the project area, and ability of plant species to survive harsh marine and/or roadside environments with low maintenance.</td>
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<td></td>
<td>Typically possesses 10 years’ experience in similar roles/responsibilities on transportation infrastructure projects.</td>
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<tr>
<td></td>
<td>Virginia Landscape Architect License required.</td>
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<td></td>
<td>Productivity Analysis</td>
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<td></td>
<td>Establishes and manages processes and procedures to report contract, cost, schedule</td>
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<td>metrics to VDOT, etc. (includes forecasting and trend analysis as needed)</td>
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<td>Oversees and competently maintains internal budgets and provides oversight of project</td>
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<td>budgets</td>
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<td>Provides a programmatic document control and tracking system for correspondence,</td>
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<td>notices, and any other type of project and or contract documentation.</td>
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<tr>
<th></th>
<th><strong>Project Controls Specialist</strong></th>
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<tr>
<td></td>
<td>Supports the contractor payment process including invoice analysis, prepares and</td>
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<td></td>
<td>analyzes cost estimates for various design and construction applications, supports</td>
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<td></td>
<td>change/work order management and tracking, analyzes and responds to claims, disputes,</td>
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<td></td>
<td>and other similar activities.</td>
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<td></td>
<td>Interfaces with the project development processes providing construction duration,</td>
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<td>constructability review, and other similar support type applications.</td>
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<th></th>
<th><strong>Claims Specialist</strong></th>
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<tr>
<td></td>
<td>Intimate knowledge and thorough understanding of construction contracts, applicable</td>
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<td>codes, schedule and familiarity with materials, methods, and processes of construction.</td>
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<td></td>
<td>Negotiation and contract interpretation skills.</td>
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<td>Responsible for obtaining, verifying, processing, documenting, and maintaining</td>
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<td>records relevant to a project including claims, change proposals and change orders,</td>
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<td>requests for information, correspondence, payment application, contract documents,</td>
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<td>and other related documentation.</td>
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<tr>
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<th><strong>Estimator</strong></th>
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<tr>
<td></td>
<td>Prepares conceptual design level, and final construction estimates for complex major</td>
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<td>transportation projects.</td>
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<td>Requires knowledge of quantity computations, unite price analyses including labor,</td>
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<td></td>
<td>material, equipment, overhead, and profit computations, and application of</td>
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<td>appropriate contingencies based on risk assessments.</td>
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<th><strong>Scheduler</strong></th>
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<tr>
<td></td>
<td>Prepares and/or reviews construction schedules for major complex major transportation</td>
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<td>projects.</td>
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<td></td>
<td>Develops construction schedules including</td>
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<tr>
<th></th>
<th>Typically possesses 10 years’ experience of Project Controls experience in transportation infrastructure development and construction.</th>
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<td>Demonstrated experience with design-build project development and delivery.</td>
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<th></th>
<th>Typically possesses 15 years’ experience in transportation infrastructure development and construction.</th>
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<td></td>
<td>Demonstrated experience in similar roles/responsibilities as a claims analyst on major complex transportation infrastructure program.</td>
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<th></th>
<th>Typically possesses 15 years’ experience as an Estimator in transportation infrastructure development and construction.</th>
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<tr>
<td></td>
<td>Experience in preparing Design-Build project estimates.</td>
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<td></td>
<td>Experience in preparing Operations and Maintenance estimates.</td>
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<td></td>
<td>Familiarity with VDOT’s TRNS*PORT estimating system preferred.</td>
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<td></td>
<td>Demonstrated experience in similar roles/responsibilities on complex major transportation infrastructure program.</td>
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<p>|   | Typically possesses 10 years’ experience as a Scheduler in transportation infrastructure development and construction.        |   |</p>
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<tr>
<th></th>
<th>Document Control Specialist</th>
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<td>- Demonstrated experience in similar roles/responsibilities as a Scheduler on complex major transportation infrastructure projects.</td>
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<tr>
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<td>- Demonstrated capability/experience with Primavera P6.</td>
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<td></td>
<td>- Demonstrated capability/experience analyzing construction baseline and monthly schedule updates.</td>
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<td>- Demonstrated ability to analyze and assess Time Impact Analyses.</td>
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**F  CONSTRUCTION ENGINEERING & INSPECTION**

<table>
<thead>
<tr>
<th>1</th>
<th>Resident Engineer*</th>
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<tbody>
<tr>
<td>a.</td>
<td>Bored Tunnel (Only 1 individual permitted)</td>
</tr>
<tr>
<td>b.</td>
<td>Marine Approach Bridges (Only 1 individual permitted)</td>
</tr>
<tr>
<td>c.</td>
<td>Tunnel Portals and Islands (Only 1 individual permitted)</td>
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<tr>
<td>d.</td>
<td>Landside Highway (Only 2 individuals permitted)</td>
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<tr>
<td></td>
<td>- Serves as VDOT’s senior representative for a defined area of the Project</td>
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<td></td>
<td>- Possesses comprehensive knowledge of all aspects (including design, construction, and contract management) of this defined area</td>
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<tr>
<td></td>
<td>- Interfaces effectively with Design-Build counterpart (area manager) on all matters of design, construction, and contract interpretation in this defined area</td>
</tr>
<tr>
<td></td>
<td>- Resolves problems or challenges of significant scope and impact and high complexity</td>
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<td></td>
<td>- Typically possesses 20 years’ experience in a relevant field of transportation infrastructure development and construction.</td>
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<tr>
<td></td>
<td>- Demonstrated experience in similar roles/responsibilities on complex major transportation infrastructure programs/projects.</td>
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<tr>
<td></td>
<td>- Demonstrated skill in interpreting contracts, special provisions, and specifications related to design and construction.</td>
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<tr>
<td></td>
<td>- Demonstrated skill in maneuvering through complex political situations with sensitivity to how people and organizations function, as well as negotiating and leading discussions to reach positive outcomes.</td>
</tr>
<tr>
<td></td>
<td>- Professional Engineer license required.</td>
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<td></td>
<td>- Will be required to obtain Virginia P.E. prior to initiation of construction.</td>
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<tr>
<th>2</th>
<th>Sr. Construction Engineer</th>
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<tr>
<td></td>
<td>- Holds Leadership role providing engineering expertise and management oversight for the development and construction of the project.</td>
</tr>
<tr>
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<td>- Develops project scope, budgets and schedules.</td>
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<tr>
<td></td>
<td>- Responsible for personnel matters, workload management, and establishing optimum engineering practices to serve the client project delivery efforts.</td>
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<td>- Typically possesses 15 plus years of experience.</td>
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<td>- Demonstrated experience in similar roles/responsibilities on complex transportation infrastructure projects.</td>
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<td>- Professional Engineer license required.</td>
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<td>- Certified Construction Manager preferred.</td>
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<td><strong>Construction Engineer</strong></td>
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| 3 | – Provides practical expertise in construction aspects of the development and delivery of complex large scale projects.  
   – Works through project scope, budget, schedule, resourcing, temporary works, equipment, staging, and constructability issues. |   | – Demonstrated experience in similar roles/ responsibilities on complex transportation infrastructure projects.  
   – Demonstrated experience with design-build project development and delivery.  
   – **EIT required.**  
   – Professional Engineer license preferred  
   – Certified Construction Manager Certification preferred. |
| 4 | **Construction Manager** |   | **Construction Manager** |
| 5 | **Sr. Construction Inspector** |   | **Sr. Construction Inspector** |
| 6 | **Construction Inspector** |   | **Construction Inspector** |
| 7 | **Safety Manager*** |   | **Safety Manager*** |

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| 5 | – Conduct and document observations of construction as it progresses, including a familiarity with a broad spectrum of construction materials, testing, methods and processes. |   | – Typically would possess 5 plus years of experience.  
   – Demonstrated experience in similar roles/ responsibilities  
   – Must Possess VDOT and/or other certifications as applicable to the work to be performed |
| 6 | – Conduct and document observations of construction as it progresses, including a familiarity with a broad spectrum of construction materials, testing, methods and processes. |   | – Typically would possess 2 plus years of experience.  
   – Must possess VDOT and/or other certifications as applicable to the work to be performed |
| 7 | – Responsible for establishing and implementing a project safety program for the owner and its team in compliance with local, state, and federal rules and regulations including OSHA.  
   – Performs safety inspections and audits, prepares written reports of findings and recommendations for corrective or preventive measures where indicated and follows up to ensure measures have been implemented.  
   – Responsible for reviewing Design-Builder’s Health, Safety & Welfare (HSW) Plan and verifying Design-Builder’s compliance with |   | – Typically would possess minimum of 15 years of experience working on transportation construction projects  
   – Demonstrated experience in similar role as Safety Manager on past projects with significant marine safety exposure  
   – Demonstrated knowledge and understanding of local, state, and federal rules and regulations including Occupational Safety and Health Administration (OSHA). |
HSW plan.
- Collaborates with Design-Builder in creating a culture of Safety among various members of Project team
- Responsible for planning and implementing training for VDOT and Consultant field personnel in work site safety practices
- Conducts and /or assists in post-accident investigation and prepares report identifying possible accident causes and hazards for use by company personnel and senior management.
- Advises Construction Task Manager on safety compliance concerns and preventative actions.

- Demonstrated experience establishing and implementing a Safety program on a project of similar magnitude and complexity

G ADMINISTRATIVE

1 Administrative Assistant
- Provides general office support, including but not limited to consolidating reports, monitoring incoming/outgoing correspondence, finalizing written documentation, monitoring status of periodic activities and reports, hardcopy/electronic document filing, and other office administration type functions.
- Demonstrated experience in similar roles/responsibilities.
- Demonstrated skill with Microsoft Office software suite.
EXPRESSIONS OF INTEREST; VOLUMES I AND II

1. The Expression of Interest must be submitted to two separate volumes. Each volume will be submitted by the required due date and time as outlined in this RFP under the Administrative heading, Section 6. Only one cover letter is required to submit both volumes. Each volume must contain the following information as shown in the table below.

(All items shall be on 8 1/2” X 11” and printed on one side with single-spaced type no smaller than 10 point where applicable.)

<table>
<thead>
<tr>
<th>Volume I - Technical Qualifications Submittal</th>
<th>Volume II - Administrative Requirements Submittal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Table of Contents</td>
<td>Table of Contents</td>
</tr>
<tr>
<td>Cover Letter (1 page or less)</td>
<td>Firm Data Sheet (Exhibit D)</td>
</tr>
<tr>
<td>Understanding of Scope of Work (2 pages or less)</td>
<td>DBE Commitment and Confirmation Letter</td>
</tr>
<tr>
<td>Standard Form 330 Part I</td>
<td>Present Workload with Department Form (Exhibit A)</td>
</tr>
<tr>
<td>Standard Form 330 Part II</td>
<td>Names and detailed addresses of all affiliated and/or subsidiary companies</td>
</tr>
<tr>
<td>Response to RFP Expression of Interest</td>
<td>Certification Regarding Debarment (Exhibit E &amp; F)</td>
</tr>
<tr>
<td></td>
<td>Table Matrix containing the requested information (SCC and DPOR registration and license(s)) (Exhibits B &amp; C)</td>
</tr>
</tbody>
</table>

2. Furnish current SF 330 Part II for each firm involved, and one (1) combined SF 330 Part I for the project team. Please follow the instructions included on the form, unless indicated otherwise within this RFP. (Vol. I)

3. As referenced in SF 330 Part I, Section D (Organizational Chart of Proposed Team), a one (1) page organizational chart showing all firms involved and key personnel assignments and responsibilities is required to be included. (Vol. I, included in SF330)

4. Indicate KEY PERSONNEL ONLY resumes in SF 330 Part I, Section E (Resumes of Key Personnel Proposed for this Contract). The number of relevant projects should be limited to no more than five (5). Provide scope, size and cost for each of the relevant projects. Also clearly identify the Key Personnel’s role, state its duration, indicate whether it was part-time or full-time, and describe the tasks performed on these projects. Identify if the tasks were performed as an owner representative or as part of the Contractor’s team. If more than five projects are provided, only the first five (5) projects will be considered for evaluations. For the avoidance of doubt, Projects and Contracts cannot be used interchangeably with the exception of the Consultant Contracts Manager’s resume.

Provide the following items in Section 18, Other Professional Qualifications of the Key Personnel Resume:
   a) Chronologically list:
      - employment history
      - position held
      - duration of employment for the last fifteen (15) years. If the individual has less than
fifteen (15) years of employment history, please list the history of those years you have worked.

b) Provide a list of all current active assignments (contracts/projects) including but not limited to VDOT and other assignments along with associated roles and responsibilities. Also, clearly identify tasks performed to date on these assignments along with the start and end date of these assignments.

c) Provide a list of pursuits for which SOQs/EOIs have been submitted and also the ones that you intend to pursue. Provide associated roles and responsibilities.

Each resume shall be limited to two (2) pages with a font no less than 10 point. (Vol. I, included in SF330).

Furthermore, all individuals identified as Key Personnel and firms identified on the team in the EOI shall remain on the Consultant’s Team for the duration of the procurement process and, if the consultant is awarded a contract, the duration of the contract. If extraordinary circumstances require a proposed change, it must be submitted in writing to the Department’s Project Director for approval, who, at his/her sole discretion, will determine whether to authorize a change. Unauthorized changes to the Consultant’s Team at any time during the procurement process may result in elimination of the Consultant’s Team from further consideration.

5. In SF 330 Part I, Section F (Example Projects Which Best Illustrate Proposed Team’s Qualifications for this Contract), provide example projects which are most relevant to this contract. Provide the scope, size and cost of these projects. Also, clearly describe how the project is relevant to this contract. Limit example projects to no more than ten (10). Each project example shall not exceed one (1) page. (Vol. I, included in SF330). For the avoidance of doubt, Projects and Contracts cannot be used interchangeably.

6. In SF 330 Part I, Section G (Key Personnel Participation in Example Projects), limit example projects to no more than ten (10). The example projects listed in Section G (#29) should match the example project list provided in Section F. (Vol. I, included in SF330)

7. In SF 330 Part I, Section H (Additional Information), the consultant should detail the plan to assure the Department that the staff submitted for evaluation will be available for the services requested by the RFP. Section H of SF 330 Part I is limited to a maximum of eight (8) pages with a font no less than 10 point. This section should describe the organization of the proposed project staff indicating the role of each by individual. If sub-consultants are proposed, the role of each sub-consultant should be discussed. This is the ONLY section of the submission which may include pictures or graphics (included in the eight (8) page limit). (Vol. I, included in SF330)

8. It is the policy of the Virginia Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of federally funded consultant contracts. A list of Virginia Department of Small Business and Supplier Diversity (DSBSD) certified DBE firms is maintained on their web site (http://www.sbsd.virginia.gov/) under the DBE Vendor Directory of Virginia Unified Certification Program. Consultants are encouraged to take all necessary and reasonable steps to ensure that DBE firms have the maximum opportunity to compete for and perform services on the contract, including participation in any subsequent supplemental contracts. If the consultant intends to subcontract a portion of the services on the project, the
consultant is encouraged to seek out and consider DBE firms as potential sub-consultants. The consultant is encouraged to contact DBE firms to solicit their interest, capability and qualifications. Any agreement between a consultant and a DBE firm whereby the DBE firm promises not to provide services to other consultants is prohibited.

The DBE contract goal for this procurement is 12%.

In accordance with the Governor’s Executive Order No. 20, the Virginia Department of Transportation also requires a utilization of Small, Women and Minority (SWaM) Businesses to participate in the performance of state funded consultant contracts. A list of Virginia Department of Small Business and Supplier Diversity (DSBSD) certified SWaM firms is maintained on the DSBSD web site (http://www.sbsd.virginia.gov/) under the SWaM Vendor Directory link. Consultants are encouraged to take all necessary and reasonable steps to ensure that SWaM firms have the maximum opportunity to compete for and perform services on the contract, including participation in any subsequent supplemental contracts. If the consultant intends to subcontract a portion of the services on the project, the consultant is encouraged to seek out and consider SWaM firms as potential sub-consultants. The consultant is encouraged to contact SWaM firms to solicit their interest, capability and qualifications. Any agreement between a consultant and a SWaM firm whereby the SWaM firm promises not to provide services to other consultants is prohibited.

The SWaM contract goal for this procurement is 13%.

The portions of the services are to be subcontracted to a DBE or SWaM, the following needs to be submitted with your EOI and both must reference the project number(s) for the services:

- Written documentation of the prime’s commitment to the DBE or SWaM firm to subcontract a portion of the services, a description of the services to be performed.

- Written confirmation from the DBE or SWaM firm that it is participating, including a description of the services to be performed.

49 CFR Part 26 requires VDOT to collect certain data about firms attempting to participate in VDOT contracts. This data must be provided on the enclosed Firm Data Sheet.

VDOT is also required to capture DBE and SWaM payment information on all professional services contracts. The successful prime consultant will be required to complete C-63 form (attached) for both state and federally funded projects on quarterly basis.

Any DBE or SWaM firm must become certified (with the Virginia Department of Small Business and Supplier Diversity) prior to your response being submitted. If DBE or SWaM firm is the prime consultant, the firm will receive full credit for planned involvement of their own forces, as well as the work that they commit to be performed by DBE or SWaM sub-consultants. DBE or SWaM prime consultants are encouraged to make the same outreach efforts as other consultants. DBE or SWaM credit will be awarded only for work actually being performed by them. When a DBE or SWaM prime consultant subcontracts work to another firm, the work counts toward DBE or SWaM goals only if the other firm is itself a DBE or SWaM. A DBE or SWaM prime consultant must perform or exercise responsibility for at least 30% of the total cost of its contract with its own force.
DBE or SWaM certification entitles consultants to participate in VDOT’s DBE and SWaM programs. However, this certification does not guarantee that the firm will obtain VDOT work nor does it attest to the firm’s abilities to perform any particular work.

During performance of the work the Consultant shall promote the participation of local small business as well as minority and women-owned businesses in the Project. The Department has set annual goals for this Project which the Consultant shall make a Good Faith Effort to achieve or exceed such goals during the prosecution of work. The Consultant will provide its participation on such matters to the Department Representative, and the Department may include those participation rates, as appropriately adjusted, with its own towards the State’s long-term goal established pursuant to the Office of the Governor’s Executive Order 20.

Prior to the execution/notice to proceed of each annual work plan the Departments Civil Rights Division will review the scope of services, as submitted with the C-112 (attached) form to certify and approve or disapprove of the Consultants Good Faith Effort, Form C-49 (attached) to meet DBE and SWaM goals. Upon receiving written approval from the Civil Rights Representative the Department may proceed with issuance of the notice to proceed.

Business Opportunity and Workforce Development (BOWD) Center - The BOWD Center is a VDOT developmental supportive services program and partnering initiative funded by FHWA for selected DBE firms of various skill and competence levels interested in entering, enhancing or expanding highway contracting opportunities with prime consultants. The partnering initiative between prime consultants and BOWD DBE firms provides the opportunity for the further development of DBE firms through performance on contracts and guidance from prime consultants. The intent of this partnering initiative is to increase capacity by perfecting existing skills and knowledge, expanding into new work areas, and prime consultant joint venturing with DBE firms.

The prime consultants shall achieve all of the required DBE goals determined for this project by the utilization of BOWD approved firms. To assist consultants in taking advantage of this opportunity for utilization of approved firms, please contact the Department of Small Business and Supplier Diversity (SBSD) for additional information, details, resources and support. The SBSD can be reached by following the link to their website. https://www.sbsd.virginia.gov/ (Vol. II)

9. If any firms involved with this submission currently have work with the Department, indicate the projects, the division managing the projects, the amount of outstanding fee remaining, and the estimated date of completion. For limited services term contracts, include only the amount of all tasks orders executed or under negotiation. Also, include your estimated fees for pending supplemental agreements and any projects for which the firms have been selected, but have not executed an agreement. Work of affiliated and/or subsidiary companies is to be included. The outstanding workload of any SBSD certified DBE or SWaM prime or sub-consultant may be reduced up to $4 million and the remainder (> $0) shall be added to the team’s total workload. When a DBE or SWaM firm graduates from the program, their workload incurred while a DBE or SWaM may be reduced up to $4 million for the next three years. All new work obtained after graduating from the program will be counted. Work being performed under the Public Private Transportation Act (PPTA) shall not be included. Work being performed as a prime, joint venture, or sub-consultant on a VDOT Design-Build project shall be included. The outstanding fee remaining is the maximum total compensation payable less the amount previously paid to date. Only Category A, B & C work will be counted in the scoring criteria. This information
shall be submitted using the attached Present Workload with Department form. Please carefully read the instructions on the Present Workload with Department form. (Vol.II)

10. Give names and detailed addresses of all affiliated and/or subsidiary companies. Indicate which companies are subsidiaries. If a situation arises in responding to this questionnaire 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. (Vol.II)

Affiliate - Any business entity which is closely associated to another business entity so that one entity controls or has the 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 affiliates.

A firm (prime) shall not submit more than one Expression of Interest (EOI) in response to this Request for Proposals (RFP). If more than one EOI is submitted by an individual, partnership, Corporation, or any party of a Joint Venture, then all EOIs submitted by that individual, partnership, Corporation, or any party of a Joint Venture shall be disqualified.

11. Omitted

12. Please provide:
   (a) In four (4) pages or less, identify key technical and non-technical challenges likely to be encountered in administering HRBT, a design-build project with a large-diameter bored tunnel, a major highway widening, and approximately 4 miles of marine bridges; and using the experience of the individuals listed on the organizational chart provide your approach to managing these challenges.

   (b) In two (2) pages or less, please emphasize your organizational experience on bored tunnel projects in soft soil marine environments.

   (c) In one (1) page or less, provide your contract administration approach. Your response should highlight specific steps and measurable commitments to deliver this contract in a fiscally responsible manner, specifically discussing items including but not limited to staffing, travel, AWP and TLOA development.

13. Omitted

14. Omitted

15. Please indicate, by executing and returning the attached Certification Regarding Debarment forms, if your firm, sub-consultant, subcontractor, or any person associated therewith in the capacity of owner, partner, director, officer or any position involving the administration of Federal or State funds:

   - Is currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency.
• Has been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years.

• Does have 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 3 years.

Any of the above conditions will not necessarily result in denial of award, but it will be considered in determining offeror responsibility. For any condition noted, indicate to whom it applies, initiating agency, and dates of action. Providing false information may result in Federal criminal prosecution or administrative sanctions. (Vol. II)

16. If the prime consultant or sub-consultant does not have the in-house capability to provide non-professional services, each with an estimated cost of $5,000 or greater, such as diving services, soil drilling, sampling services or laboratory testing, these services must be subcontracted in accordance with State procurement procedures once a contract is executed, with no DBE or SWaM credit in the selection of the most qualified firm or team. Clearly indicate these services in the EOI. (Vol. I)

17. Each business entity (prime and sub-consultants) on the proposed team who is practicing or offering to practice professional services in Virginia, including, but not limited to, engineering, surveying, hydrologic and hydraulic analysis, geotechnical analysis and landscape architecture shall complete the attached Exhibits B and C for commercial professional registrations and licenses for all main and branch offices and Key Personnel proposed for this Project. In addition, the business entity shall provide professional occupations per the requirements listed below. The EOI should convey the requested information by the use of a concise table or matrix.

1. The Commonwealth of Virginia SCC registration (Exhibit B) detailing the name, registration number, type of corporation and status of the business entity.

2. For this Project/Contract, the Commonwealth of Virginia DPOR registration information (Exhibit B) for each office practicing or offering to practice any professional services in Virginia: Provide the business name, address, registration type, registration number, expiration date.

3. For this Project/Contract, the Commonwealth of Virginia DPOR license information for each of your Key Personnel (Exhibit C) practicing or offering to practice professional services in Virginia: Provide the name, the address, the registration type, the registration number, and the expiration date. Provide the office location where each of the Key Personnel is offering to practice professional services.

4. For this Project/Contract, the Commonwealth of Virginia DPOR license information for those services not regulated by the Board for Architects, Professional Engineers, Land Surveyors, Certified Interior Designers, and Landscape Architects (e.g. real estate appraisal): the business name, the address, the registration type, the registration number, and the expiration date.

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

**ADMINISTRATIVE**

1. Prior to the time of submittal of the EOI, all business entities, except for sole proprietorships, are required to register with the Virginia State Corporation Commission. Information about entity formation can be found at [https://www.scc.virginia.gov/default.aspx](https://www.scc.virginia.gov/default.aspx). 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 [http://www.dpor.virginia.gov/](http://www.dpor.virginia.gov/), Virginia Board for Architects, Professional Engineers, Land Surveyors and Landscape Architects (Board). 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 shall be registered as separate branch office with the Board. All offices, including branches, 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 that office. All firms involved that are to provide professional services must meet these criteria prior to submitting an Expression of Interest to the Department.

Individuals listed in Section H.3 shall meet the licensing requirements of Chapter 4, Title 54.1 of the Code of Virginia at the time of submittal.

2. The Department will not consider for award any cost proposals submitted by any consultants and will not consent to subcontracting any portions of the contract to any sub-consultants in violation of the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

3. For AWP 1, from the execution of the contract to June 30, 2020, an escalation of 1.5% will be allowed. For AWP 2 beginning July 1, 2020 through June 30, 2021, the escalation rate of 3% will be allowed. For AWP 3 onwards the escalation rate will be based on the annual VDOT published rate for that year. For the avoidance of doubt, the escalation rate for AWP 3 starting July 1, 2021 will be the 2021 escalation rate published by VDOT. Subsequent year escalation rates will follow the same approach.

The method of payment will be actual costs for each project assignment based on fixed billable rates. For purpose of determining the fixed billable rates, an overhead rate shall be established in compliance with cost principles contained in the Federal Acquisition Regulations (FAR) of Part 31 of Title 48 of the Code of Federal Regulations. The overhead rate shall be established by an audit by a cognizant government agency or independent CPA firm.
4. All firms submitting Expressions of Interest (prime consultants, joint ventures and sub-
consultants) must have internal control systems in place that meet Federal requirements for
accounting. These systems must comply with requirements of 48CFR31, “Federal Acquisition
Regulations, Contract Cost Principles and Procedures,” and 23CFR172, “Administration of
Negotiated Contracts.” All architectural or engineering firms selected for a project (prime
consultants, joint ventures and sub-consultants) must submit their FAR audit data along with a
Contractor Cost Certification for indirect cost rates required by FHWA order 4470.1A dated
October 27, 2010 to the Department within 10 work days of being notified of their selection,
whereby an official of an architectural or engineering firm shall certify that the indirect cost rate
submitted does not include any costs which are expressly unallowable and that the indirect cost
rate was established only with allowable costs in accordance with the applicable cost principles
contained in the Federal Acquisition Regulations (FAR) of 48CFR31. A sample Contractor Cost
Certification is available for architectural or engineering firm’s use on VDOT website at
http://www.virginiadot.org/business/gpmpsc.asp. Should any firm on the consultant team fail to
submit the required audit data and certification within the 10 work days, negotiations may be
terminated by the Department and the next most qualified team invited to submit a proposal.

5. Records Exclusion from Public Disclosure: Pursuant to the provisions of §2.2-3705.6 (22) of the
Code of Virginia, trade secrets, as defined in the Uniform Trade Secrets Act (§ 59.1-336 et seq.),
including, but not limited to, financial records, including balance sheets and financial statements,
that are not generally available to the public through regulatory disclosure or otherwise, and
revenue and cost projections supplied by a private or nongovernmental entity to the Inspector
General of the Virginia Department of Transportation for the purpose of an audit, special
investigation, or any study requested by the Inspector General’s Office in accordance with law
may, subject to a determination by the Inspector General as described herein, be withheld from
public disclosure under the Virginia Freedom of Information Act (FOIA). To enable the
Inspector General to identify data or records that may be subject to this exclusion from
disclosure under FOIA the private or nongovernmental entity shall, in accord with procedures
adopted by the Inspector General, make a written request to the Inspector General of the Virginia
Department of Transportation:

- invoking such exclusion upon submission of the data or other materials for which protection
  is sought;
- identifying with specificity the data or other materials for which protection is sought; and
  stating the reasons why protection is necessary.

The Inspector General of the Virginia Department of Transportation shall determine whether the
requested exclusion from disclosure is necessary to protect the trade secrets or financial records
of the private entity. The Virginia Department of Transportation shall make a written
determination of the nature and scope of the protection to be afforded by it. Notwithstanding the
foregoing, Contractor’s failure to comply with the requirements stated herein and procedures
established by the Inspector General for seeking an exclusion pursuant to §2.2-3705.6 (22) of the
Code of Virginia shall result in a denial of the exclusion. Requests for exclusion that are
submitted after data or other materials for which protection is sought have been submitted will be
denied.

If litigation directly or indirectly results from or arises out of a granted exemption, the contractor
will be responsible for all litigation costs incurred by contractor and/or VDOT associated with
such litigation. In no event shall the Virginia Department of Transportation or its officers,
employees or agents be liable to the contractor as a result of any disclosure of records or data
collected by the Department, its officers, employees or agents, pursuant to an audit, special investigation, or any study requested by the Inspector General’s Office, whether or not the Inspector General has determined that the requested exclusion from disclosure under FOIA is necessary to protect the trade secrets or financial records of the private entity, and in no event shall the Virginia Department of Transportation, or its officers, employees, or agents be liable to the contractor for any damages or other claims arising directly or indirectly from a determination that the exclusion from public disclosure will not be granted.

6. **Electronic EOI submittals are required for this RFP.** Submittals shall be prepared simply and economically, providing a straightforward, concise description of the firm’s capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. Elaborate brochures and other representations beyond that sufficient to present a complete and effective proposal are neither required nor desired. Please do not duplicate information furnished in the SF 330 Part I and Part II elsewhere in the submittal. **All information must be submitted electronically through VDOT’s ProjectWise system and received no later than 2:00 PM (local time prevailing) on 01/22/2019.** Responses received after this time will not be considered. Please note that electronic submittals are time stamped at the moment that a file completes uploading. The uploading process is sensitive to connection speed and file size – a 25 MB file may take 15 minutes to load. Please plan accordingly, so that the time stamp occurs prior to 2:00 pm, 01/22/2019. All text in the PDF file shall be searchable using Adobe Acrobat software except within illustrations and scanned registration documents.

A. **Requests for new logins and passwords to the ProjectWise system must be submitted to CADD Support at least 5 business days prior to the due date.**

   **Instructions on how to request a ProjectWise Account**

B. When submitting the Expression of Interest electronically, upload a test file at least 2 business days prior to the due date to insure that your computer software is compatible and working correctly. Contact the CADD Support Helpdesk to confirm the upload was successful. The test file will be deleted at that time. We recommend using Internet Explorer version **10 or 11.** The ProjectWise Web Server interface requires ActiveX controls for full functionality. Internet Explorer is the only browser supporting ActiveX controls and therefore is recommended for use with ProjectWise Web Server. Google Chrome and Mozilla Firefox are supported browsers that can also be used to access ProjectWise Web Server with limited functionality.

C. The file name field is limited to a maximum of 80 characters. File names **cannot contain** special characters such as an ampersand (&) or apostrophe (’).

   File names should follow the format: Vol I-RFPNo-Firm Name.pdf.
   For Example: **VOL I-HRD20180508-Jones Construction.pdf**  
   **VOL II-HRD20180508-Jones Construction.pdf**

   All Expressions of Interest must be loaded into the “Expression of Interest” subfolder. Expression of Interest loaded into any other folder will not be accepted.

D. **Do not wait until the last minute to upload the EOI.** The time required for the upload to complete has several variables, including the load on the system with multiple concurrent uploads. If steps A and B are completed at least 5 business days and step C is completed at
least 2 days prior to the due date, it will help to eliminate any last minute issues.

All electronic deliveries shall be made to the following VDOT Web address:

https://projectwise.vdot.virginia.gov/

Any offeror needing access to submit an Expression of Interest to the Professional Services Procurement area on the ProjectWise Web Site must email the VDOT CADD Support Helpdesk at CADDSupport@VDOT.virginia.gov at least 7 business days prior to the submission date to request a ProjectWise login and password or to request that an existing ProjectWise account be given access.

The VDOT CADD Support Helpdesk phone numbers are:
LOCAL: (804) 786-1280
TOLL FREE: (888) 683-0345
HOURS: 7:30AM – 4:30PM Monday – Friday (Closed on State Holidays)

7. The Department assures compliance with Title VI of the Civil Rights Act of 1964, as amended. The consultant and all sub-consultants selected for this project will be required to submit a Title VI letter of approval within 10 working days of notification of selection when requested by the Department or a Title VI report in the absence of a letter of approval. The consultant shall provide Title VI expiration dates on Exhibit B. This requirement applies to all consulting firms when the contract amount equals or exceeds $10,000.

The Virginia Department of Transportation (VDOT) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 US.C.§§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

8. The Offeror shall be in compliance with Commonwealth of Virginia Executive Order 61 Ensuring Equal Opportunity and Access for all Virginians in state contracting and public services. The Offeror shall maintain a non-discrimination policy, which prohibits discrimination by the Offeror on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status. This policy shall be followed in all employment practices, subcontracting practices, and delivery of goods or services. The Offeror shall also include this requirement in all subcontracts valued over $10,000.

9. Any offeror who desires to protest the award of a contract shall submit such protest in writing to the Department no later than ten days after the announcement of the award. Public announcement of the award shall be posted on the Department’s Business Center Internet site.

10. eVA Business-to-Government Vendor Registration: 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 detail information regarding eVA, registrations, fee schedule, and transaction fee, use the website link: http://www.eva.state.va.us. All bidders or offerors must register in eVA; failure to register may result in the bid/proposal/express of interest being rejected.

11. The required services will 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. However, if key personnel fail the fingerprint-based CHBC, the selection may be cancelled and negotiations begun with the next ranked offeror. VDOT reserves the right to conduct fingerprint-based CHBC on all employees of the prime consultant, on any employees of sub-consultants 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 prime consultant. A VDOT issued photo-identification badge is required for each employee of the prime consultant or any sub-consultant 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.

12. The consultant shall not be responsible for correcting any product(s) (e.g., hardware, software, firmware) which were not provided under the agreement or for correcting any previously owned Department products that are used in combination with the Department’s product(s). However, if this solicitation identifies any product or sources of data to be used in combination with the product(s) delivered under the resulting agreement, the consultant shall be responsible for providing all necessary interface(s) or other appropriate means for assuring that date data output from such other product(s) or source(s) is automatically corrected before being processed by the product(s) or system provided under this agreement.
**EXHIBIT A: PRESENT WORKLOAD WITH DEPARTMENT (Vol. II)**
(List Amount of Each With VDOT by Division)

<table>
<thead>
<tr>
<th>PROJECT NUMBER* AND CARDINAL CONTRACT ID NUMBER</th>
<th>CAT.</th>
<th>VDOTs CONTRACT NUMBER</th>
<th>LEAD DIVISION</th>
<th>DATE OF ORIGINAL AGREEMENT</th>
<th>AMOUNT OF CONTRACT/TASK ORDERS ** ($)</th>
<th>LESS DBE/SWAM CREDIT</th>
<th>LESS SUB’S AMOUNT ($)</th>
<th>SUBTOTAL ($)</th>
<th>LESS FIRM’S APPROVED PAYMENT ($)</th>
<th>PLUS PENDING SUPPLEMENT or CONTRACT *** ($)</th>
<th>TOTAL REMAINING WORKLOAD ($)</th>
<th>SCHEDULED COMPLETION DATE</th>
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<td>PRIME CONSULTANT</td>
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* Projects include contracts under negotiation. For limited services term contracts, include the amount of all task orders executed or under negotiation.
Please list only those VDOT projects for the Category applicable to this procurement as specified in the RFP. Please include the Category Letter and all other pertinent information on the form. Only those projects in Category A,B& Care to be totaled and counted for Present Workload for this procurement.

Category A: Term Surveying and Utility Designation/Location Contracts.
Category B: Preliminary Engineering Contracts - includes transportation planning and environmental studies, utility relocation and design, and roadway and bridge design.
Category C: Construction Engineering Contracts - includes construction inspection, preparation of final estimates.
Category D: Operation and maintenance Contracts - includes operation and maintenance of traffic management systems.
Category E: Bridge Safety Inspection Contracts – includes bridge and traffic structure safety inspection.

** Amount of contract includes contingency and non-salary direct cost and all executed supplemental agreements.
*** Excluding Sub-consultants

Work being performed under the Public Private Transportation Act (PPTA) shall not be included. Professional services work being performed as a prime, joint venture, or sub-consultant on a VDOT Design-Build project shall be included.

† The outstanding workload in Category ___ of each DBE/SWAM prime and sub-consultant may be reduced up to $4M and the remainder (>50) added to the team’s total workload.

When DBE/SWAM firms graduate from the program, their workload incurred while a DBW/SWAM may be reduced up to $4M for the next three years. Any work obtained after graduating from the program will be counted.
EXHIBIT B: Firm Registration Information (Vol. II)

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

<table>
<thead>
<tr>
<th>Business Name</th>
<th>SCC Number</th>
<th>SCC Type of Corporation</th>
<th>SCC Status</th>
<th>DPOR Registered Address</th>
<th>DPOR Registration Type</th>
<th>DPOR Registration Number</th>
<th>DPOR Expiration Date</th>
<th>Title VI Expiration Date</th>
<th>FAR Issue/Exp Date or Status of FAR</th>
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### EXHIBIT C: Key Personnel Registration Information (Vol. II)

**DPOR INFORMATION FOR INDIVIDUALS**

<table>
<thead>
<tr>
<th>Business Name</th>
<th>Individual's Name</th>
<th>Office Location Where Professional Services will be Provided (City/State)</th>
<th>Individual's DPOR Address</th>
<th>DPOR Type</th>
<th>DPOR Registration Number</th>
<th>DPOR Expiration Date</th>
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EXHIBIT D: FIRM DATA SHEET (Vol. II)

Funding: ___ (S=State  F=Federal)  Project No.: ______________________
Division: ______________________
EOI Due Date: ____________________

The prime consultant is responsible for submitting the information requested below on all firms on the project team, both prime and all sub-consultants. All firms are to be reported on one combined sheet unless the number of firms requires the use of an additional sheet. Failure to submit all of the required data may result in the Expression of Interest not being considered.

<table>
<thead>
<tr>
<th>Firm’s Name, Address and DBE and/or SWAM Certification Number</th>
<th>Firm’s DBE or SWaM Status *</th>
<th>Firm’s Age</th>
<th>Firm’s Annual Gross Receipts</th>
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* YD = DBE Firm Certified by DMBE   N  = DBE or SWaM Firm Not Certified by DMBE
NA = Firm Not Claiming DBE or SWaM Status

YS = SWaM Firm Certified by DMBE. Indicate whether small, woman-owned, or small business. DMBE is the Virginia Department of Small Business and Supplier Diversity
EXHIBIT E: CERTIFICATION REGARDING DEBARMENT
PRIMARY COVERED TRANSACTIONS
(To be completed by a Prime Consultant)
Vol. II

Project: _________________________________________

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

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

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

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

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

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

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

__________________________________________  ____________________________  ____________________________
Signature                                      Date                               Title

_______________________________________________________________________________
Name of Firm
EXHIBIT F: CERTIFICATION REGARDING DEBARMENT
LOWER TIER COVERED TRANSACTIONS
(To be completed by a Sub-consultant)
Vol. II

Project: __________________________________________

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
CONSULTANT SHORT LIST SCORE SHEET – FEDERALLY / STATE FUNDED PROJECT  
(For Professional Services)  

DIVISION: ________________________________________  
PROJECT: ___________________________________________  
FIRM: _______________________________________________  
DESCRIPTION: ___________________________________________  
DATE: ________________________  

<table>
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<tr>
<th>NUMERICAL VALUE</th>
<th>AVG.</th>
<th>WEIGHT</th>
<th>WEIGHTED EVALUATION</th>
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</table>
| FIRM/TEAM’S EXPERIENCE IN SIMILAR TYPE OF SERVICES  
(Expertise, experience and qualifications of team in providing services as related to the scope of services) (1=least, 10=most) | 1-10 | 25% | |
| PERSONNEL’S EXPERIENCE IN SIMILAR TYPE OF SERVICES  
(Expertise, experience and qualifications of team in providing services as related to the scope of services) (1=least, 10=most) | 1-10 | 40% | |
| OFFEROR’S RESPONSE TO ITEM #12 OF THE RFP  
(Offeror’s response provides confidence to department in ability to support successful project (design-build) delivery) (1=least, 10=most) | 1-10 | 10% | |
| ORGANIZATIONAL CAPABILITY  
(Ability to complete work in a timely manner, size of firm(s) relative to size of project, proposed project staff resources, proposed use of sub-consultants) (1=least, 10=most) | 1-10 | 20% | |
| PRESENT WORKLOAD WITH DEPARTMENT  
(Dollar value of present outstanding fee including estimated pending contracts under negotiation. For limited services term contracts, include the amount of all task orders executed or under negotiation. Work being performed under the Public Private Transportation Act (PPTA) shall not be included. Work being performed as a prime, joint venture or sub-consultant on a Design-Build project shall be included.) †  (Only Category A, B & C workload is counted on this selection*)  
Above $20,000,000 | 0 | 5% |
18,000,001-20,000,000 | 1 |
16,000,001-18,000,000 | 2 |
14,000,001-16,000,000 | 3 |
12,000,001-14,000,000 | 4 |
10,000,001-12,000,000 | 5 |
8,000,001-10,000,000 | 6 |
6,000,001-8,000,000 | 7 |
4,000,001-6,000,000 | 8 |
2,000,001-4,000,000 | 9 |
0-2,000,000 | 10 |
| | | | TOTAL |

*CATEGORIES OF WORKLOAD:  
A - TERM SURVEYING AND Utility DESIGNATION/LOCATION CONTRACTS  
B - PRELIMINARY ENGINEERING CONTRACTS - includes transportation planning and environmental studies, utility relocation and design, and roadway and bridge design.  
C - CONSTRUCTION ENGINEERING CONTRACTS - includes construction inspection, preparation of final estimates.  
D - OPERATION AND MAINTENANCE CONTRACTS - includes operation and maintenance of traffic management systems.  
E - BRIDGE SAFETY INSPECTION CONTRACTS - includes bridge and traffic structure safety inspection.

† The outstanding workload of any certified DBE or SWaM prime and sub-consultant may be reduced up to $4M and the remainder (>0) added to the team’s total workload. When a DBE or SWaM firm graduates from the program, their workload incurred while a DBE or SWaM may be reduced up to $4M for the next three years. Any new work obtained after graduating from the program will be counted.

In determining the final short list, the top ranked firms and their sub-consultants will have their VDOT Consultant Performance Reports reviewed and/or references checked.
ATTACHMENT A

VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR CONSULTANT PROJECTS

Use of Disadvantaged Business Enterprises (DBEs) for Project Specific Consultant Projects

A. Disadvantaged Business Enterprise (DBE) Program Requirements

Any Consultant, subconsultant, DBE firm, and contract surety involved in the performance of work on a federal-aid contract shall comply with the terms and conditions of the United States Department of Transportation (USDOT) DBE Program as the terms appear in Part 26 of the Code of Federal Regulations (49 CFR as amended), the USDOT DBE Program regulations, and the Virginia Department of Transportation’s (VDOT or the Department) DBE Program rules and regulations in accordance with this Special Provision.

For the purposes of this provision, Consultant is defined as any individual, partnership, corporation, or Joint Venture that formally submits a Statement of Qualification or Proposal for the work contemplated there under; Consultant is defined as any individual, partnership, or Joint Venture that contracts with the Department to perform the Work; and subconsultant is defined as any supplier, manufacturer, or subconsultant performing work or furnishing material, supplies or services to the contract. The Consultant shall physically include this same contract provision in every supply or work/service subcontract that it makes or executes with a subconsultant having work for which it intends to claim credit.

In accordance with 49 CFR Part 26 and VDOT’s DBE Program requirements as outlined in this Special Provision, the Consultant, for itself and for its subconsultants and suppliers, whether certified DBE firms or not, shall commit to complying fully with the auditing, record keeping, confidentiality, cooperation, and anti-intimidation or retaliation provisions contained in those federal DBE Program and State legal requirements. By submitting a Proposal on this contract, and by accepting and executing this contract, the Consultant agrees to assume these contractual obligations and to bind the Consultant’s subconsultants contractually to the same at the Consultant’s expense.

The Consultant and each subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award, administration, and performance of this contract. Failure by the Consultant to carry out these requirements is a material breach of this contract, which will result in the termination of this contract or other such remedy, as VDOT deems appropriate.

All administrative remedies noted in this provision are automatic unless the Consultant exercises the right of appeal within the required timeframe(s) specified herein. Appeal requirements, processes, and procedures shall be in accordance with guidelines stated in $F$ of this provision and current at the time of the proceedings. Where applicable, the Department will notify the Consultant of any changes to the appeal requirements, processes, and procedures after receiving notification of the Consultant’s desire to appeal.

All time frames referenced in this provision are expressed in business days unless otherwise indicated. Should the expiration of any deadline fall on a weekend or holiday, such deadline will automatically be extended to the next normal business day.
B. DBE Certification

The only DBE firms eligible to perform work on a federal-aid contract for DBE contract goal credit are firms certified as Disadvantaged Business Enterprises by the Virginia Department of Small Business and Supplier Diversity (SBSD) or the Metropolitan Washington Airports Authority (MWAA) in accordance with federal and VDOT guidelines. DBE firms must be certified in the specific work listed for DBE contract goal credit. A directory listing of certified DBE firms can be obtained from the Virginia Department of Small Business and Supplier Diversity’s website: http://www.sbsd.virginia.gov.

C. DBE Program-Related Certifications Made by Offerors/Consultants

By submitting a Proposal and by entering into any contract on the basis of that Proposal, the Offeror/Consultant certifies to each of the following DBE Program-related conditions and assurances:

1. That the Offeror/Consultant agrees to comply with the project construction and administration obligations of the USDOT DBE Program, 49 CFR Part 26 as amended, and the Standard Specifications setting forth the Department’s DBE Program requirements.

2. Consultant shall comply fully with the DBE Program requirements in the execution and performance of the contract. Consultant acknowledges that failure to fulfill the DBE subcontracting commitments made may result in sanctions being invoked for noncompliance.

3. To ensure that DBE firms have been given full and fair opportunity to participate in the performance of the contract. The Consultant certifies that all reasonable steps were, and will be, taken to ensure that DBE firms had, and will have, an opportunity to compete for and perform work on the contract. The Consultant further certifies that the Consultant shall not discriminate on the basis of race, color, age, national origin, or sex in the performance of the contract or in the award of any subcontract. Any agreement between a Consultant and a DBE whereby the DBE promises not to provide quotations for performance of work to other Consultants are prohibited.

4. Consultant shall make good faith efforts to obtain DBE participation in the proposed contract at or above the goal. The Offeror shall submit a written statement as a part of its Statement of Qualifications and/or Proposal indicating the Offeror’s commitment to achieve the minimum requirement related to DBE goal indicated in Request for Qualification (RFQ) and/or Request for Proposal (RFP) for the entire value of the contract. The Offeror, by signing and submitting its Proposal, certifies the DBE participation information that will be submitted within the required time thereafter is true, correct, and complete, and that the information to be provided includes the names of all DBE firms that will participate in the contract, the specific work that each listed DBE firm will perform, and the creditable dollar amounts of the participation of each listed DBE.

5. Offeror further certifies, by signing its Proposal, it has committed to use each DBE firm listed for the work specified to meet the contract goal for DBE participation. Award of the contract will be conditioned upon meeting these and other listed requirements of 49 CFR Part 26.53 and the contract documents. By signing the Proposal, the Offeror certifies that good faith efforts will be made on work that it proposes to sublet; and that it will seek out and consider DBE firms as
potential subconsultants. The Consultant shall, as a continuing obligation, contact DBE firms to solicit their interest, capability, and prices in sufficient time to allow them to respond effectively, and shall retain on file proper documentation to substantiate its good faith efforts.

6. Once awarded the contract, the Consultant shall make good faith efforts to utilize DBE firms to perform work designated to be performed by DBE firms at or above the amount or percentage of the dollar value specified in the proposal documents. Further the Consultant understands it shall not unilaterally terminate, substitute for, or replace any DBE firm that was designated in the executed contract in whole or in part with another DBE, any non-DBE firm, or with the Consultant’s own forces or those of an affiliate of the Consultant without the prior written consent of Department as set out within the requirements of this Special Provision.

7. Once awarded the contract, the Consultant shall designate and make known to the Department a liaison officer who is assigned the responsibility of administering and promoting an active and inclusive DBE program as required by 49 CFR Part 26 for DBE firms. The designation and identity of this officer needs to be submitted only once by the Consultant during any 12 month period.

8. Once awarded the contract, the Consultant shall comply fully with all regulatory and contractual requirements of the USDOT DBE Program, and that each DBE firm participating in the contract shall fully perform the designated work with the DBE firm’s own forces and equipment under the DBE firm’s direct supervision, control, and management. Where a contract exists and where the Consultant, DBE firm, or any other firm retained by the Consultant has failed to comply with federal or Department DBE Program requirements, the Department has the authority and discretion to determine the extent to which the DBE contract regulations have not been met, and will assess against the Consultant any remedies available at law or provided in the contract.

9. In the event a bond surety assumes the completion of work, if for any reason VDOT has terminated the Consultant, the surety shall be obligated to meet the same DBE contract terms and requirements as were required of the original Consultant in accordance with the requirements of this specification.

D. DBE Program Compliance Procedures

The following procedures shall apply to the contract for DBE Program compliance purposes:

1. **DBE Goal, Good Faith Efforts Specified:** At the time of the submittal of the Expression of Interest, the Offeror will include form C-48 PSC. This form represents the Consultants solicitation of subconsultants to be used for the contract to meet the DBE goal.

   If, at the time of submitting the Expression of Interest, the offeror knowingly cannot meet or demonstrate good faith efforts in meeting the required DBE contract goal, form C-49 PSC shall be submitted.

   Upon completion of negotiation, Form C-111 shall be submitted electronically or may be faxed to the Department, but in no case shall the offeror’s Form C-111 be received later than two business days after the negotiated contract value has been determined. A revised Form C-48 must be received within ten (10) business days after the negotiated contract value has been determined.
If, at the time of submitting its offer, the offeror knowingly cannot meet or exceed the required DBE contract goal, it shall submit Form C-111 PSC exhibiting the DBE participation it commits to attain. The offeror shall then submit Form C-49, DBE Good Faith Efforts Documentation, within two (2) business days after the negotiated contract value.

The top-ranked offeror must submit its properly executed Form C-112, Certification of Binding Agreement, with the C-111 two business days after the negotiated contract value has been determined. DBE offerors responding as prime contractors are not required to submit Form C-112 unless they are utilizing other DBE firms as subconsultants.

If, after review of the selected Offeror, the Department determines the DBE requirements have not been met, the selected Offeror must submit Form C-49, DBE Good Faith Efforts Documentation, which must be received by the Department within two (2) business days after official notification of such failure to meet the aforementioned DBE requirements.

Forms C-48, C-49, C-111, and C-112 can be obtained from the VDOT website at: http://vdotforms.vdot.virginia.gov/

If the most highly qualified (top-ranked) firm does not meet the goal or demonstrate a good faith effort, the Department may terminate negotiations and initiate negotiations with the number two-ranked firm.

2. Good Faith Efforts Described: Department will determine if Consultant demonstrated adequate good faith efforts, and if given all relevant circumstances, those efforts were made actively and aggressively to meet the DBE requirements. Efforts to obtain DBE participation are not good faith efforts if they could not reasonably be expected to produce a level of DBE firm participation sufficient to meet the DBE Program requirements and DBE Goal.

Good faith efforts may be determined through use of the following list of the types of actions the Consultant may make to obtain DBE participation. This is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts of similar intent may be relevant in appropriate cases:

(a) Soliciting through reasonable and available means, such as but not limited to, at pre-proposal meetings, advertising, and written notices to DBE firms who have the capability to perform the work of the contract. Examples include: advertising in at least one daily/weekly/monthly newspaper of general circulation, as applicable; phone contact with a completely documented telephone log, including the date and time called, contact person, or voice mail status; and internet contacts with supporting documentation, including dates advertised. DBE firms shall have no less than five (5) business days to reasonably respond to the solicitation. Consultant shall determine with certainty if the DBE firms are interested by taking reasonable steps to follow up initial solicitations as evidenced by documenting such efforts as requested on Form C-49, DBE Good Faith Efforts Documentation.

(b) Selecting portions of the work to be performed by DBE firms in order to increase the likelihood that the DBE Goal will be achieved. This includes, where appropriate, breaking out work items into economically feasible units to facilitate DBE firm participation, even when the Consultant might otherwise prefer to completely perform all portions of this work in its entirety or use its own forces;
(c) Providing interested DBE firms with adequate information about the scope and requirements of the contract in a timely manner, which will assist the DBE firms in responding to a solicitation;

(d) Negotiating for participation in good faith with interested DBE firms;

1. Evidence of such negotiation shall include the names, addresses, and telephone numbers of DBE firms that were considered; dates DBE firms were contacted; a description of the information provided regarding the scope and requirements of the contract for the work selected for subconsulting; and, if insufficient DBE participation seems likely, evidence as to why additional agreements could not be reached for DBE firms to perform the work;

2. Consultant should, using good business judgment, consider a number of factors in negotiating with subconsultants, and should take a DBE firm’s price, qualifications, and capabilities, as well as contract goals, into consideration. However, the fact that there may be some additional costs involved in finding and using DBE firms is not sufficient reason for a Consultant’s failure to meet the DBE goal as long as such costs are reasonable and comparable to costs customarily appropriate to the type of work under consideration. Also, the ability or desire of a Consultant to perform the work with its own organization does not relieve the Consultant of the responsibility to make diligent good faith efforts. Consultants are not, however, required to accept higher quotes from DBE firms if the price difference can be shown by the Consultant to be excessive, unreasonable, or greater than would normally be expected by industry standards;

(e) A Consultant cannot reject a DBE firm as being unqualified without sound reasons based on a thorough investigation of the DBE firm’s capabilities. The DBE firm’s standing within its industry, membership in specific groups, organizations, associations, and political or social affiliations, are not legitimate causes for the rejection or non-solicitation of bids in the Consultant’s efforts to meet the contract goal for DBE participation;

(f) Making efforts to assist interested DBE firms in obtaining or related assistance or services subject to the restrictions contained in this Special Provision;

(g) Effectively using the services of appropriate personnel from VDOT and from SBSD; available minority/women community or minority organizations; contractors’ groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and utilization of qualified DBEs.

E. Documentation and Administrative Reconsideration of Good Faith Efforts

During Proposal Submission:

In the Expression of Interest, the Offeror is expected to identify those firms whose participation in the contract will achieve the DBE contract goal requirements.

During Negotiation: If the Department changes the scope of services in such a fashion as to affect the ability of the firm to meet the DBE contract goal requirements, the Civil Rights Division will reconsider the goal and inform the Offeror of the revised goal.
If a DBE, through no fault of the Consultant, is unable or unwilling to fulfill his agreement with the Consultant, the Consultant shall immediately notify the Department and provide all relevant facts.

In order to award a contract to a Offeror that has failed to meet DBE contract goal requirements, the Department will determine if the Offeror’s efforts were adequate good faith efforts, and if given all relevant circumstances, those efforts were made actively and aggressively to meet the DBE requirements. Efforts to obtain DBE participation are not good faith efforts if they could not reasonably be expected to produce a level of DBE participation sufficient to meet the DBE Program and contract goal requirements.

As described in the **Contract Goal, Good Faith Efforts Specified** section of this Special Provision, if the Offeror knowingly cannot meet or exceed the required DBE contract goal, the Offeror must submit Form C-49, DBE Good Faith Efforts Documentation. The Offeror shall attach additional pages to the certification, if necessary, in order to fully detail specific good faith efforts made to obtain the DBE firm’s participation in the proposed work.

If it is determined that the aforementioned documentation is insufficient or the failure to meet required participation is due to other reasons, the Consultant may request an appearance before the Department’s Administrative Reconsideration Panel to establish that all feasible means were used to meet such participation requirements. The Administrative Reconsideration Panel will be made up of Department Division Administrators or their designees, none of whom took part in the initial determination that the Consultant failed to make the DBE goal or make adequate good faith efforts to do so. After reconsideration, Department shall notify the Consultant in writing of its decision and explain the basis for finding that the Consultant did or did not meet the DBE goal or make adequate good faith efforts to do so. The decision of the Administrative Reconsideration Panel shall be administratively final.

**During the Contract:** If a DBE, through no fault of the Consultant, is unable or unwilling to fulfill his agreement with the Consultant, the Consultant shall immediately notify the Department and provide all relevant facts. If a Consultant relieves a DBE subconsultant of the responsibility to perform work under their subcontract, the Consultant is encouraged to take the appropriate steps to obtain another DBE firm to perform the remaining subcontracted work for the amount that would have been paid to the original DBE firm. In such instances, Consultant is expected to seek DBE participation towards meeting the goal during the performance of the contract.

Before the Consultant transmits to the Department its request to terminate and/or substitute a DBE subconsultant, the prime consultant must give notice in writing to the DBE subconsultant, with a copy to the Department, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime consultant must give the DBE firm five days to respond to the prime consultant’s notice. The DBE firm may respond to the Department and the prime consultant the reasons, if any, why it objects to the proposed termination of its subcontract and why the Department should not approve the prime consultant’s action.

If at any point during the execution and performance of the contract it becomes evident that the remaining dollar value of allowable DBE goal credit for performing the subcontracted work is insufficient to obtain the DBE contract goal, and the Consultant has not taken the preceding actions, the Consultant and any aforementioned affiliates may be subject to disallowance of DBE credit until
such time as sufficient progress toward achievement of the DBE goal is achieved or evidenced.

**Project Completion:** If, at final completion, the Consultant fails to meet the DBE goal, and fails to adequately document that it made good faith efforts to achieve sufficient DBE goal, then Consultant and any prime contractual affiliates, as in the case of a joint venture, may be subject to sanctions being invoked for noncompliance.

Prior to such sanctions being invoked, the Consultant may submit documentation to the Department’s designee to substantiate that failure was due solely to the elimination of the scope of work subcontracted to DBEs, or to circumstances beyond the Consultant’s control and that all feasible means had been used to achieve the DBE goal. The Department’s designee, upon verification of such documentation shall determine whether Consultant has met the requirements of the contract.

If it is determined that the aforementioned documentation is insufficient or the failure to meet required participation is due to other reasons, the Consultant may request an appearance before the Department’s Administrative Reconsideration Panel to establish that all feasible means were used to meet such participation requirements. The Administrative Reconsideration Panel will be made up of Department Division Administrators or their designees, none of who took part in the initial determination that the Consultant failed to make the DBE goal or make adequate good faith efforts to do so. After reconsideration, Department shall notify the Consultant in writing of its decision and explain the basis for finding that the Consultant did or did not meet the DBE goal or make adequate good faith efforts to do so.

The decision of the Administrative Reconsideration Panel shall be administratively final. If the decision is made to invoke sanctions for failure to perform any or all of the responsibilities contained herein, the Department may declare the Consultant to be non-responsive with respect to renewal and future contracts to include enjoinment from responding or participating on Department procurement opportunities for a period of 180 days.

**F. DBE Participation for Contract Goal Credit**

DBE participation on the contract will count toward meeting the DBE contract goal in accordance with the following criteria:

1. The applicable percentage of the total dollar value of the contract or subcontract awarded to the DBE firm will be counted toward meeting the DBE goal in accordance with the DBE Program-Related Certifications Made by Offerors/Consultant’s section of this Special Provision for the value of the work, goods, or services that are actually performed or provided by the DBE firm itself.

2. When a DBE performs work as a participant in a joint venture with a non-DBE firm, the Consultant may count toward the DBE goal only that portion of the total dollar value of the subcontract equal to the distinctly defined portion of the work that the DBE firm has performed with the DBE firm’s own forces or in accordance with the provisions of this Section. The Department shall be contacted in advance regarding any joint venture involving both a DBE firm and a non-DBE firm to coordinate Department review and approval of the joint venture’s organizational structure and proposed operation where the Consultant seeks to claim the goal credit.
3. When a DBE firm subcontracts part of the work to another firm, the value of that subcontracted work may be counted toward the DBE contract goal only if the DBE firm’s subconsultant is a DBE firm. Work that a DBE firm subcontracts to a non-DBE firm, or to a firm that may be eligible to be a DBE firm, but has not yet been certified as a DBE firm, will not count toward the DBE. The cost of supplies and equipment a DBE subconsultant purchases or leases from the Consultant or prime contractual affiliates, as in the case of a joint venture, will not count toward the DBE goal.

4. The Consultant may count expenditures to a DBE subconsultant toward the DBE goal only if the DBE performs a Commercially Useful Function (CUF) on that subcontract, as such term is defined in subparagraph G below.

G. Performing a Commercially Useful Function (CUF)

No credit toward the DBE goal will be allowed for payments or reimbursement of expenditures to a DBE firm if that DBE firm does not perform a CUF on that contract. A DBE firm performs a CUF when the DBE is solely responsible for execution of a distinct element of the work and the DBE firm actually performs, manages, and supervises such work with the DBE firm’s own forces or in accordance with the provisions of the DBE Participation for Contract Goal Credit section of this Special Provision. To perform a CUF the DBE firm alone must perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force. The amount the DBE firm is to be paid under the subcontract shall be commensurate with the work the DBE actually performs and the DBE goal credit claimed for the DBE firm’s performance.

Monitoring CUF Performance: It shall be the Consultant’s responsibility to confirm that all DBE firms selected for subcontract work on the contract, for which he seeks to claim credit toward the DBE goal, perform a CUF. Further, the Consultant is responsible for and shall confirm that each DBE firm fully performs the DBE firm’s designated tasks in accordance with the provisions of the DBE Participation for Contract Goal Credit section of this Special Provision. For the purposes of this Special Provision the DBE firm’s equipment will mean either equipment directly owned by the DBE as evidenced by title, bill of sale or other such documentation, or leased by the DBE firm, and over which the DBE has control as evidenced by the leasing agreement from a firm not owned in whole or part by the Consultant or an affiliate of the Consultant.

Department will monitor Consultant’s DBE involvement during the performance of the contract. However, Department is under no obligation to warn the Consultant that a DBE firm’s participation will not count toward the goal.

DBE Firms Must Perform a Useful and Necessary Role in Contract Completion: A DBE firm does not perform a CUF if the DBE firm’s role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE firm participation.

DBE Firms Must Perform The Contract Work With Their Own Workforces: If a DBE firm does not perform and exercise responsibility for at least thirty (30) percent of the total cost of the DBE firm’s contract with the DBE firm’s own work force, or the DBE firm subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involve, Department will presume that the DBE firm is not performing a CUF and such participation will not be counted toward the DBE goal.
Department Makes Final Determination On Whether a CUF Is Performed: Department has the final authority to determine, in its sole discretion, whether a DBE firm has performed a CUF on the contract. To determine whether a DBE is performing or has performed a CUF, Department will evaluate the amount of work subcontracted by that DBE firm or performed by other firms and the extent of the involvement of other firms’ forces and equipment. Any DBE work performed by the Consultant or by employees or equipment of the Consultant shall be subject to disallowance under the DBE Program, unless the independent validity and need for such an arrangement and work is demonstrated. When a DBE firm is presumed not to be performing a commercially useful function the DBE may present evidence to rebut the Department’s finding. Department has the final authority to determine, in its sole discretion, whether a DBE firm has performed a CUF on the contract.

H. Verification of DBE Participation and Imposed Damages

Within fourteen (14) days after subcontract execution between Consultant and DBE subconsultants, the Consultant shall submit to the Department’s Civil Rights Office (CRO), a copy of the fully executed subcontract agreement for each DBE firm used to claim credit in accordance with the requirements stated on Form C-111. The subcontract shall be executed by both parties stating the work to be performed, the details or specifics concerning such work, and the price which will be paid to the DBE subconsultant.

The Consultant shall also furnish, and shall require each subconsultant to furnish, information relative to all DBE involvement on the project for each quarter during the life of the contract in which participation occurs and verification is available. The information shall be indicated on Form C-63, DBE and SWAM Payment Compliance Report. The Department reserves the right to request proof of payment via copies of cancelled checks with appropriate identifying notations. Failure to provide Form C-63 to the CRO within five (5) business days after the reporting period may result in delay of approval of the Consultant’s scheduled payment. The names and certification numbers of DBE firms provided by the Consultant on the various forms indicated in this Special Provision shall be exactly as shown on SBSD’s latest list of certified DBEs. Signatures on all forms indicated herein shall be those of authorized representatives of the Consultant. If DBE firms are used which have not been previously documented with the Consultant’s minimum DBE requirements documentation and for which the Consultant now desires to claim credit toward the contract goal, the Consultant shall be responsible for submitting necessary documentation in accordance with the procedures stipulated in this Special Provision to cover such work prior to the DBE firm beginning work. Form C-63 can be obtained from the VDOT website at: [http://vdotforms.vdot.virginia.gov/](http://vdotforms.vdot.virginia.gov/)

Prior to beginning any major component of the work to be performed by a DBE firm not previously submitted, Consultant shall furnish a revised Form C-111 showing the name(s) and certification number(s) of any such DBEs for which Consultant seeks DBE goal credit. Consultant shall obtain the prior approval of the Department for any assistance it may provide to the DBE firm beyond its existing resources in executing its commitment to perform the work in accordance with the requirements listed in the Good Faith Efforts Described section of this Special Provision. If Consultant is aware of any assistance beyond a DBE firm’s existing resources that Consultant, or another subconsultant, may be contemplating or may deem necessary and that have not been previously approved, Consultant shall submit a new or revised narrative statement for Department’s approval prior to assistance being rendered.

If the Consultant fails to correctly complete and any of the required documentation requested by this Special Provision within the specified time frames, the Department will withhold payment until such time as the required submissions are received by Department. Where such failures to provide
required submittals or documentation are repeated, Department will move to enjoin the Consultant and any prime contractual affiliates, as in the case of a joint venture, from responding or participating Department projects until such submissions are received.

I. Documentation Required for Semi-final Payment

Consultant must submit Form C-63 to the CRO sixty (60) days prior to date of final completion, set forth on the Baseline Schedule (as updated from time to time in accordance with the contract). The form must include each DBE firm used on the contract and the work performed by each DBE firm. The form shall include the actual dollar amount paid to each DBE firm for the accepted creditable work. The form shall be certified under penalty of perjury, or other applicable legal requirements, to be accurate and complete. Department will use this certification and other information available to determine applicable DBE credit allowed to date by Department and the extent to which the DBE firms were fully paid for that work. The Consultant acknowledges by the act of filing the form that the information is supplied to obtain payment regarding the contract as a federal participation contract.

A letter of certification, signed by both the Consultant and appropriate DBE firms, will accompany the form, indicating the amount that remains to be paid to the DBE firm(s).

J. Documentation Required for Final Payment

In anticipation of final payment, Consultant shall submit a final Form C-63 marked “Final” to the CRO, within thirty (30) days of the anticipated date of final completion, as set forth on the Baseline Schedule (as updated from time to time in accordance with the contract). The form must include each DBE firm used on the contract and the work performed by each DBE firm. The form shall include the actual dollar amount paid to each DBE firm for the creditable work. Department will use this form and other information available to determine if Consultant and DBE firms have satisfied the DBE goal and the extent to which credit was allowed. Consultant acknowledges by the act of signing and filing the form that the information is supplied to obtain payment regarding the contract as a federal participation contract.

K. Prompt Payment Requirements

In accordance with Article 4 of the Virginia Public Procurement Act (Sections 2.2-4347 through 2.2-4356 of the Code of Virginia (1950), as amended), the Consultant shall make payment to all subcontractors within seven (7) days after receipt of payment from the Department, or shall notify the Department and subcontractor in writing of the intention to withhold all or a part of the amount due along with the reason for nonpayment. Invoices shall be submitted no more frequently than once every 30 calendar days and not less than every 60 calendar days. Sub-consultant invoices must be submitted within 60 calendar days of receipt by the Consultant.

For purposes of this Special Provision, a subconsultant’s work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished, documented, and accepted as required by the contract documents by Department. If Department has made partial acceptance of a portion of the contract, then Department will consider the work of any subconsultant covered by that partial acceptance to be satisfactorily completed.

Upon Department’s payment of the subconsultant’s portion of the work as shown on the application for payment and the receipt of payment by Consultant for such work, the Consultant shall make compensation in full to the subconsultant for that portion of the work satisfactorily completed and accepted by the Department. For the purposes of this Special Provision, payment of the
subconsultant’s portion of the work shall mean the Consultant has issued payment in full, to the subconsultant for that portion of the subconsultant’s work that Department paid to Consultant pursuant to the applicable application for payment.

By accepting and executing this contract, the Consultant agrees to assume these obligations, and to bind the Consultant’s subconsultants contractually to these obligations.

Nothing contained herein shall preclude Consultant from withholding payment to the subconsultant in accordance with the terms of the subcontract in order to protect the Consultant from loss or cost of damage due to a breach of the subcontract by the subconsultant.

I. Miscellaneous DBE Program Requirements

Loss of DBE Eligibility: When a DBE firm has been removed from eligibility as a certified DBE firm, the following actions will be taken:

1. When a Consultant has made a commitment to use a DBE firm that is not currently certified, thereby making the Consultant ineligible to receive DBE goal credit for work performed, the ineligible DBE firm’s work does not count toward the DBE goal. Consultant shall meet the DBE goal with a DBE firm that is eligible to receive DBE credit for work performed, or must demonstrate to the CRO that it has made good faith efforts to do so.

2. When a Consultant has executed a subcontract with a DBE firm prior to official notification of the DBE firm’s loss of eligibility, Consultant may continue to use the firm on the contract and shall continue to receive DBE credit toward DBE goal for the subconsultant’s work.

3. When Department has executed a prime contract with a DBE firm that is certified at the time of contract execution but that is later ruled ineligible, the portion of the ineligible firm’s performance of the contract remaining after VDOT issued the notice of its ineligibility shall be counted toward the contract goal.

Termination of DBE: If a DBE subconsultant is terminated, or fails, refuses, or is unable to complete the work on the contract for any reason, Consultant must promptly request approval to substitute or replace that DBE firm in accordance with this section of this Special Provision.

Consultant, shall notify DCRO in writing before terminating and/or replacing the DBE firm that is being used or represented to fulfill DBE-related contract obligations during the term of the contract. Written consent from the DCRO for terminating the performance of any DBE firm shall be granted only when the Consultant can demonstrate that the DBE firm is unable, unwilling, or ineligible to perform its obligations for which the Consultant sought credit toward the DBE goal. Such written consent by the Department to terminate any DBE shall concurrently constitute written consent to substitute or replace the terminated DBE with another DBE. Consent to terminate a DBE firm shall not be based on the Consultant’s ability to negotiate a more advantageous contract with another subconsultant whether that subconsultant is, or is not, a DBE firm.

1. All Consultant requests to terminate, substitute, or replace a DBE firm shall be in writing, and shall include the following information:

   (a) The date the Consultant determined the DBE to be unwilling, unable, or ineligible
to perform.

(b) The projected date that the Consultant shall require a substitution or replacement DBE to commence work if consent is granted to the request.

(c) A brief statement of facts describing and citing specific actions or inaction by the DBE firm giving rise to Consultant’s assertion that the DBE firm is unwilling, unable, or ineligible to perform;

(d) A brief statement of the DBE firm’s capacity and ability to perform the work as determined by the Consultant;

(e) A brief statement of facts regarding actions taken by the Consultant, that Consultant believes constitute good faith efforts toward enabling the DBE firm to perform;

(f) The current percentage of work completed by the DBE firm;

(g) The total dollar amount currently paid for work performed by the DBE firm;

(h) The total dollar amount remaining to be paid to the DBE firm for work completed, but for which the DBE firm has not received payment, and with which the Consultant has no dispute;

(i) The total dollar amount remaining to be paid to the DBE firm for work completed, but for which the DBE firm has not received payment, and over which the Consultant and/or the DBE firm have a dispute.

2. Consultant’s Written Notice to DBE of Pending Request to Terminate and Substitute with another DBE.

Consultant shall send a copy of the “request to terminate and substitute” letter to the affected DBE firm and make best efforts to ensure its receipt by the DBE firm, in conjunction with submitting the request to the DCRO. The DBE firm may submit a response letter to the DCRO and Department within two (2) business days of receiving the notice to terminate from the Consultant. If the DBE firm submits a response letter, then Consultant shall, as part of its subcontract, obligate the DBE firm to explain its position concerning performance on the committed work. The Department will consider both the Consultant’s request and the DBE firm’s response and explanation before approving the Consultant’s termination and substitution request.

If, after making its best efforts to deliver a copy of the “request to terminate and substitute” letter, the Consultant is unsuccessful in notifying the affected DBE firm, the Department will verify that the DBE firm is unable or unwilling to continue performing its subcontract let with respect to the contract. Department will timely approve the Consultant’s request for a substitution.

3. Proposed Substitution of Another Certified DBE

Upon termination of a DBE firm, Consultant shall use reasonable good faith efforts to replace the terminated DBE firm. The termination of such DBE firm shall not relieve Consultant of
its obligations under this Special Provision, and the unpaid portion of the terminated DBE firm’s subcontract will not be counted toward the DBE goal.

When a DBE substitution is necessary, the Consultant shall submit an amended Form C-111 to the DCRO for approval with the name of another DBE firm, the proposed work to be performed by that DBE firm, and the dollar amount of the work to replace the unfulfilled portion of the work of the original DBE firm.

Should Consultant be unable to commit the remaining required dollar value to the substitute DBE firm, the Consultant shall provide written evidence of good faith efforts made to obtain the substitute value requirement. Department will review the quality, thoroughness, and intensity of those efforts. Efforts that are viewed by Department as merely superficial or pro-forma will not be considered good faith efforts to meet the DBE goal. Consultant must document the steps taken that demonstrated its good faith efforts to obtain participation as set forth in the Good Faith Efforts Described section of this Special Provision.

M. Suspect Evidence of Criminal Behavior

Failure of Consultant or any subconsultant to comply with the Standard Specifications, this Special Provision, or any other contract document wherein there appears to be evidence of criminal conduct shall be referred to the Attorney General for the Commonwealth of Virginia and/or the FHWA Inspector General for criminal investigation and, if warranted prosecution.

Suspected DBE Fraud

In appropriate cases, Department will bring to the attention of the United States Department of Transportation any appearance of false, fraudulent, or dishonest conduct in connection with the DBE program, so that USDOT can take the steps, e.g., referral to the Department of Justice for criminal prosecution, referral to the USDOT Inspector General, action under suspension and debarment or “Program Fraud and Civil Penalties” rules provided in 49 CFR Part 31.

N. Availability of Records

Requests for information concerning any aspect of the DBE Program, the Department complies with provisions of the Federal and Virginia Freedom of Information and Privacy Acts (5 U.S.C. 552 and 552a) and Code of Virginia § 2.2 -3700.
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
CONSULTANT/SUBCONSULTANT SOLICITATION AND UTILIZATION FORM
(Project Specific Consultant Contracts)

RFP NO. ____________________________
DATE SUBMITTED: ____________________________

The Offeror certifies this form accurately represents its solicitation of the firms listed below for inclusion in the proposal for this contract.

OFFEROR ____________________________ SIGNATURE __________________________________

TITLE ____________________________

### SUBCONSULTANT SOLICITATION AND UTILIZATION (ALL)

<table>
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<tr>
<th>VENDOR NUMBER</th>
<th>NAME OF CONSULTANT/SUBCONSULTANT</th>
<th>TELEPHONE NUMBER</th>
<th>DBE OR NON-DBE</th>
<th>UTILIZED (Y/N)</th>
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**NOTE:** ATTACH ADDITIONAL PAGES, IF NECESSARY.

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