

VDOT

Virginia Department of Transportation

REQUEST FOR PROPOSALS

A DESIGN-BUILD PROJECT

Route 29/ Charlottesville Bypass Project

**From: Existing Route 29/ Route 250 Bypass
To: Existing Route 29, north of the Rivanna River South Fork**

Albemarle County, Virginia

State Project No.: 0029-002-844

Contract ID Number: C00102419DB44

DATE: ~~September 27, 2011~~ November 18, 2011

Addendum # 1

TABLE OF CONTENTS

PART 1	1
1.0 INTRODUCTION	1
2.0 BACKGROUND INFORMATION	1
2.1 Project Description	1
2.2 Legislative Authority	1
2.3 Procurement Overview of the Project	2
2.4 Right-of-Way & Utilities	2
2.5 Budget	2
2.6 Project Milestone Schedule	2
2.7 Status of NEPA	3
2.8 VDOT’s Point of Contact and Project Reference	4
2.9 RFP Documents	5
2.10 Deviations from the RFP Documents	5
3.0 GENERAL PROCEDURES AND REQUIREMENTS	7
3.1 Offeror’s Pre-Submittal Responsibilities and Representations	7
3.2 Pre-Proposal Meeting	7
3.3 Utility Scoping Meeting	8
3.4 Mandatory Meeting for Step 1 Responsive Offerors	8
3.5 Proprietary Meetings	8
3.6 Acknowledgment of Receipt of RFP, Revisions and Addenda	9
4.0 CONTENTS OF QUALIFICATIONS SUBMITTALS, PROPOSALS AND POST- NOTICE OF INTENT SUBMITTALS	9
4.1 General	9
4.2 Letter of Submittal # 1	10
4.3 Attachments to the Letter of Submittal # 1	11
4.4 Letter of Submittal # 2	16
4.5 Attachments to Letter of Submittal #2	17
4.6 Price Proposal	18
4.7 Post Notice of Intent to Award Submittals	19
5.0 EVALUATION AND RESPONSIVENESS REVIEW OF QUALIFICATIONS SUBMITTAL AND PROPOSAL	19
5.1 Qualifications Submittal	19
5.2 Proposal Submittal	20
6.0 QUALIFICATIONS SUBMITTAL AND PROPOSAL SUBMITTAL REQUIREMENTS	21
6.1 Due Date, Time and Location	21
6.2 Format	21
7.0 QUESTIONS AND CLARIFICATIONS	23
8.0 AWARD OF CONTRACT, PROPOSAL VALIDITY AND CONTRACT EXECUTION	24
8.1 Negotiations and Award of Contract	24
8.2 Proposal Validity	25

8.3	Submittals after Notice of Intent to Award	25
8.4	Contract Execution and Notice to Proceed # 1.....	25
8.5	Contract Execution Prior to the Completion of the NEPA Related Work.....	26
9.0	RIGHTS AND OBLIGATIONS OF VDOT.....	27
9.1	Reservation of Rights.....	27
9.2	No Assumption of Liability	28
9.3	Proposal Payment	29
10.0	PROTESTS.....	30
11.0	MISCELLANEOUS	30
11.1	Virginia Freedom of Information Act.....	30
11.2	Conflict of Interest	32
11.3	Ethics in Public Contracting Act	33
11.4	Disadvantaged Business Enterprises.....	33
11.5	Trainee and Apprenticeship Participation	35
11.6	Escrowed Proposal Documents.....	35
11.7	Administrative Requirements.....	39
11.8	Compliance with the Law in Virginia	41
11.9	Requirement to Keep Team Intact	41
11.10	Attachments.....	41

PART 1
REQUEST FOR PROPOSALS

INSTRUCTIONS FOR OFFERORS

1.0 INTRODUCTION

The Virginia Department of Transportation (“VDOT”) submits this Request for Proposals (“RFP”) to solicit design-build proposals (“Proposals”) from those entities (“Offerors”) interested in contracting to serve as the Design-Builder for the Route 29/ Charlottesville Bypass Project in Albemarle County, Virginia (“Project”). The purpose of this RFP is to determine which Offeror (the “Successful Offeror”) will be awarded the design-build contract (“Design-Build Contract”) for the Project.

2.0 BACKGROUND INFORMATION

2.1 Project Description

The Project is located in Albemarle County, Virginia, and includes the construction of a new four-lane divided, limited access bypass to the west of existing Route 29. The purpose of the ~~project~~Project is to relieve congestion on existing Route 29 and to improve the movement of through traffic. The limits of the ~~project~~Project extend from Route 29/250 Bypass and the North Grounds of the University of Virginia on the south end to existing Route 29 north of the South Fork Rivanna River on the north end. The ~~project~~Project shall include: maintaining the following existing public crossing roads along the corridor: Barracks Road~~;~~, Lambs Road~~;~~, Roslyn Ridge Road~~;~~, and Earlysville Road.~~Modifications; modifications~~ to existing Route 29/250 Bypass at the southern terminus and existing ~~Route~~US 29 at the northern terminus,~~necessary to implement the project, shall be included. Further;~~ and all modifications to crossings on Route 29/250 Bypass (i.e. Old Ivy Road, Ivy Road, CSXT Railroad)~~shall be included;~~ as necessary to implement the Project. Access to the new highway will be provided through termini at both ends, with no intermediate public access points to crossroads or adjacent properties, except a private access point for the Rivanna River Water Authority’s facilities. The proposed bypass is estimated to be 6.24 miles long. Refer to Part 2 “Technical Requirements” for the scope of work, technical information, and requirements.

2.2 Legislative Authority

2.2.1 Section 33.1-12(2)(b) of the *Code of Virginia* authorizes VDOT and the Commonwealth Transportation Board (“CTB”) to develop and award contracts using the design-build contracting method. In accordance with the law, VDOT completed the Finding of Public Interest (“FOPI”) on August 10, 2011. The FOPI is attached hereto as Attachment 2.2.1.

2.3 Procurement Overview of the Project

VDOT will use a single-phase, two-step selection process for the selection of the Successful Offeror. In accordance with the requirements of this RFP, interested Offerors will submit their qualifications in accordance with Section 4.0 below. All Offerors that are deemed to be responsive based on their Qualifications Submittal (Step 1) will be invited to submit a Proposal (Step 2), consisting generally of a Letter of Submittal, Attachments to the Letter of Submittal, and the Price Proposal. Award of a fixed price Design-Build Contract shall be made in accordance with Section 8 hereof to the Offeror providing a responsive Proposal and the lowest Price Proposal.

2.4 Right-of-Way & Utilities

Right-of-Way acquisition is part of the scope of work for this Project. The Offeror's proposed design shall not exceed the right-of-way limits indicated in ~~the RFP plans.~~ [Exhibit A – Rte 29 ROW Displays](#). If Design-Builder's proposed design requires additional construction easements beyond the right-of-way limits indicated in ~~the RFP Plans~~ [Exhibit A – Rte 29 ROW Displays](#), it will be the responsibility of Design-Builder to coordinate directly with the affected property owners to acquire such construction easements in accordance with the requirements of Part 2, Section 2.13. Design-Builder shall be solely responsible for assuming all costs and risks associated with exceeding such right-of-way limits, including any public hearings that may be required, and no modifications to the Contract Price or Contract Time will be granted or considered.

Services for utility relocations, adjustments and coordination are anticipated to include all work necessary to perform the relocations, adjustments and coordination of utilities as detailed by VDOT in the RFP.

2.5 Budget

2.5.1 VDOT has allocated a budget of \$244.5 million for the Project.

2.6 Project Milestone Schedule

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

Project Milestones	Date
1. Advertise RFP	09/27/11
2. Informational Meeting for potential Offerors	10/6/11 (9:00 am EST)
3. Utility Scoping Meeting	10/6/11 (11:00 am EST)

Addendum # 1 – November 18, 2011

4.	RFP Step 1 Questions Due to VDOT	10/21/11 (4:00 pm EST)
5.	VDOT Responses to RFP Step 1 Questions	11/04/11
6.	VDOT Issue Addendum # 1	11/ 08 18/11
7.	Qualifications Submittal Due Date	11/29/11 (4:00 pm EST)
8.	Notification to <u>Step 1</u> Responsive Offerors	_____12/13/11
<u>9.</u>	<u>Mandatory Meeting for Step 1 Responsive Offerors</u>	<u>TBD</u>
<u>9:10.</u>	<u>RFP Step 2 Questions Due to VDOT</u>	01/06/12 (4:00 pm EST)
<u>10:11.</u>	<u>VDOT Responses to RFP Step 2 Questions</u>	01/27/12
<u>11:12.</u>	<u>Proprietary Meetings</u>	Week of 02/06/12
<u>12:13.</u>	<u>VDOT Issue Addendum # 2 (if necessary)</u>	TBD
<u>13:14.</u>	<u>Proposal Due Date</u>	04/17/12 (4:00 pm EST)
<u>14:15.</u>	<u>Open Price Proposals</u>	05/08/12
<u>15:16.</u>	<u>Notice of Intent to Award</u>	05/14/12
<u>16:17.</u>	<u>Post Notice of Intent Submittal Due Date</u>	05/17/12
<u>17:18.</u>	<u>CTB Award</u>	06/20/12
<u>18:19.</u>	<u>Design-Build Contract Execution</u>	07/18/12
<u>19:20.</u>	<u>Notice to Proceed # 1</u>	07/20/12
<u>20:21.</u>	<u>Notice to Proceed # 2</u>	<u>09/28/10/31/12</u> (estimated)
<u>21:22.</u>	<u>Substantial Completion</u>	04/15/16
<u>22:23.</u>	<u>Final Completion</u>	07/15/16

2.6.2 VDOT will review questions regarding the Qualifications Submittal (Step 1) and may only respond to the questions related to the Qualifications Submittal by the date set forth above for VDOT Response to RFP Step 1 Questions.

2.6.3 VDOT has established that Substantial and Final Completion for all Work under the Design-Build Contract shall be no later than the date(s) set forth in, Section 2.6.1 above. If an Offeror proposes Substantial and Final Completion date(s) earlier than those shown in Section 2.6.1 above, then such proposed dates will be deemed by VDOT as the contractual completion date(s) for the Design-Build Contract for all purposes, including liquidated damages.

2.7 Status of NEPA

In accordance with the requirements of the National Environmental Policy Act (“NEPA”) and in cooperation with FHWA, a Draft Environmental Impact Statement (“DEIS”) was approved by FHWA on May 11, 1990, a Final Environmental Impact Statement (“FEIS”) was approved by FHWA on January 20, 1993 and a Record of Decision (“ROD”) was issued by FHWA on April 8, 1993. An Environmental Assessment (“EA”) was approved by FHWA on November 4, 1994 and a Finding of No Significant Impact (“FONSI”) was issued by FHWA on July 6, 1995. A Reevaluation and Final Section 4(f) Evaluation was approved by FHWA on March 13, 2000. A Revised ROD was issued by FHWA on March 13, 2000. A Draft Supplemental Environmental Impact Statement (“DSEIS”) was approved by FHWA on January 29, 2002, a Final Supplemental Environmental Impact Statement (“FSEIS”) was approved by FHWA on May 29, 2003, and a

ROD was issued by FHWA on September 22, 2003. These documents are included in the RFP Information Package.

VDOT and FHWA will revisit NEPA to establish whether the Environmental Impact Statement remains valid. This NEPA related work is expected to be completed ~~in September~~ by October 2012. As a result, this work might not be completed prior to the award of the Design-Build Contract; therefore, VDOT will be using a Notice To Proceed in two phases. Since Federal regulations limit the amount and type of work that can be performed prior to the completion of the NEPA process, the Offerors shall be familiar with the regulations, limits, and shall comply with the intent of the law. Work that is authorized in the first phase Notice to Proceed (NTP # 1) will focus on preliminary design activities in accordance with Title 23 CFR 636.109 and Appendix A, ~~-FHWA~~ Order Number 6640.1A, “FHWA Policy on Permissible Project Related Activities During the NEPA Process,” dated October 1, 2010. In addition, Right of Way purchase and utility relocation will be prohibited during first phase NTP # 1; this work will be allowed upon FHWA completion of the NEPA related work. The second phase Notice to Proceed (NTP # 2) will be authorized after the NEPA work is completed by the FHWA. Upon the issuance of second phase NTP # 2, the Design-Builder shall commence Work on the Final Design, Right of Way Purchase, Utilities Relocation and Construction in accordance with the Design-Build Contract. Under no circumstances shall the Design-Builder commence Work on the Final Design, Right of Way Purchase, Utilities Relocation and Construction until such time as the NEPA related work is completed and VDOT issues the second phase NTP # 2.

2.8 VDOT’s Point of Contact and Project Reference

2.8.1 VDOT’s sole Point of Contact (“POC”) for this Project shall be the person designated below. VDOT’s POC is the only individual authorized to discuss this RFP with any interested parties, including Offerors. All communications with VDOT’s POC about the Project or this RFP shall be in writing, as required by applicable provisions of this RFP.

Name: Jeff Roby, P.E.
Address: Alternate Project Delivery Office
Virginia Department of Transportation
1401 East Broad Street
Richmond, VA 23219
Phone: (804) 786-1103
Fax: (804) 786-7221
E-mail: Jeffrey.robby@vdot.virginia.gov

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

2.8.3 All written communications to VDOT from Offerors shall specifically reference the correspondence as being associated with “Route 29/ Charlottesville Bypass Project.”

2.8.4 An RFP Information Package is available on CD-ROM for \$50.00. Interested Offerors should complete the RFP Information Package Order Form included as Attachment 2.8.4. The instructions for submittal and payment are included on the form.

2.9 RFP Documents

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

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

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

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

2.9.2 Each Offeror shall review the proposed RFP Documents and provide comments regarding any aspect of such documents to which it has any concern, including but not limited to terms that it considers to be ambiguous or to which it takes exception. Such comments will be submitted to VDOT’s POC within the time set forth in Section 2.6.1 of this RFP. VDOT will review all comments received and, if it deems appropriate, in its sole discretion, may modify such documents through an Addendum. Offerors shall base their Qualifications Submittals and/ or Proposals on the terms and conditions of the Design-Build Contract included in the latest issued Addendum.

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

2.10 Deviations from the RFP Documents

2.10.1 If awarded the Design-Build Contract, an Offeror will be obligated to meet all of the requirements of the RFP Documents. If VDOT is willing to modify a requirement, VDOT will issue an Addendum as appropriate, provided, however, that: (a) VDOT shall have the sole discretion as to the acceptability of any such modifications; and (b) no modifications from the requirements of the RFP Documents will be valid unless they are agreed to by VDOT and set forth in an Addendum.

2.11 Compliance with Registration and License Requirements

2.11.1 All ~~Offerors~~Offerors' Qualifications Submittals and Proposals must comply with the law with regard to their organizational structure, any required registration with governmental agencies and/or entities, and any required governmental licensure, whether business, individual, or professional in nature, and nothing herein is intended to contradict, nor to supersede, state and federal laws and regulations regarding the same. At the time of submitting ~~Proposals~~Qualifications Submittals, all Offerors shall be eligible under applicable law and relevant regulations, to offer and to provide any services proposed or related to the Project. Unless otherwise exempted by § 54.1-401, 54.1-402, or 54.1-402.1, any person, partnership, corporation, or other entity offering or practicing architecture, engineering, or land surveying shall be registered or licensed in accordance with the provision of *Chapter 4, Title 54.1 of the Code of Virginia*. Offerors shall satisfy all commercial and professional registration requirements, including, but not limited to those requirements of the Virginia State Corporation Commission (“SCC”) and the Virginia Department of Professional and Occupational Regulations (“DPOR”):

All business entities, except for sole proprietorships, are required to register with the Virginia State Corporation Commission (A Business Registration Guide is available on the Internet at <http://www.state.va.us/scc/division/clk/brg.htm>). Foreign Professional corporations and Foreign Professional Limited Liability Companies (i.e., organized or existing under the laws of a state or jurisdiction other than Virginia) must possess a Commonwealth of Virginia Certificate of Authority from the State Corporation Commission to render professional services. Any business entity other than a professional corporation, professional limited liability company or sole proprietorships that do not employ other individuals for which licensing is required must be registered in the Commonwealth of Virginia with the Department of Professional & Occupational Regulation, Virginia Board for Architects, Professional Engineers, Land Surveyors and Landscape Architects (<http://www.state.va.us/dpor>). Board regulations require that all branch offices of professional corporations and business entities located in Virginia which offer or render any professional services relating to the professions regulated by the Board be registered with the Board. All branch offices which offer or render any professional service must have at least one full-time resident professional in responsible charge who is licensed in the profession offered or rendered at each branch. All firms involved that are to provide professional services must meet these criteria at the time of submitting a response to the Request for Qualification and/or the Request for Proposal to the Department. Individual engineers shall meet the requirements of Chapter 4, Title 54.1 of the Code of Virginia.

2.11.2 Failure to comply with the provisions of Section 2.11.1 above may render the Qualifications Submittal and/ or Proposal, in the sole and reasonable discretion of ~~the~~ VDOT, non-responsive.

3.0 GENERAL PROCEDURES AND REQUIREMENTS

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

3.1 Offeror's Pre-Submittal Responsibilities and Representations

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

- .1 Examining and carefully studying the RFP Documents, including any Addenda and other information or data identified in the RFP Documents;
- .2 Visiting the Project site and becoming familiar with and satisfying itself as to the general, local, and site conditions that may affect the cost, progress, or performance of its work on the Project;
- .3 Becoming familiar with and satisfying itself as to all federal, state, and local laws and regulations that may affect the cost, progress, or performance of its work on the Project; and
- .4 Determining that the RFP Documents are sufficient to indicate and convey understanding of all terms and conditions for the performance of Offeror's work on the Project.

3.1.2 Each Offeror is responsible for promptly giving VDOT written notice, in accordance with the processes set forth in Section 7.0 below, of: (a) all conflicts, errors, ambiguities, or discrepancies that Offeror discovers in the RFP Documents; and (b) aspects of the RFP Documents that Offeror does not understand. Any failure to do so shall be at Offeror's sole risk, and no relief for error or omission will be provided by VDOT.

3.2 Pre-Proposal Meeting

3.2.1 VDOT will hold an Informational Meeting with potential Offerors on the date and time set forth in Section 2.6.1 above at the VDOT Culpeper District Auditorium located at 1601 Orange Road, Culpeper, Virginia, 22701. No more than three (3) representatives from each Offeror (inclusive of any member of Offeror's team) will be allowed to participate in the Pre-Proposal Meeting.

3.3 Utility Scoping Meeting

VDOT will hold a Utility Scoping meeting with potential Offerors on the date and time set forth in Part 1, Section 2.6.1 at the VDOT Culpeper District Auditorium located at 1601 Orange Road, Culpeper, Virginia, 22701. No more than three (3) representatives from each Offeror (inclusive of any other member of Offeror's team) will be allowed to participate in the Utility Scoping meeting.

3.4 Mandatory Meeting for Step 1 Responsive Offerors

3.4.1 VDOT will hold a Mandatory Meeting for Step 1 Responsive Offerors to discuss the RFP Technical Requirements on the date and time set forth in Section 2.6.1 above at the VDOT Central Office Auditorium located at 1401 East Broad Street, Richmond, Virginia, 23219. A representative from each Offeror is required to attend the Mandatory Meeting. No more than three (3) representatives from each Offeror (inclusive of any member of Offeror's team) will be allowed to participate in the Mandatory Meeting.

3.5 Proprietary Meetings

3.45.1 VDOT may invite each Offeror that submits a responsive Qualifications Submittal to participate in a Proprietary Meeting with VDOT and its representatives or consultants, with the anticipated dates for such meetings set forth in Part 1, Section 2.6.1. Each meeting would be private, in that only one Offeror would meet with VDOT at a time, and is expected to last no longer two (2) hours per Offeror. Offerors are not required to accept an invitation to the Proprietary meeting.

3.45.2 The purpose of the Proprietary Meetings is to give each Offeror, in a confidential setting, an opportunity to ask questions and discuss concerns related to the Project, details of the Project scope, and administrative procedures, and for the Offeror to discuss any proposed deviations to RFP, if desired. The meetings are also intended to enable VDOT to express, among other things, whether the Offeror is pursuing an approach that will not meet the RFP Documents or is otherwise unacceptable to VDOT. At least three (3) working days before each meeting the Offeror shall submit to VDOT in writing the names and functions of each of its attendees and the issues and questions to be discussed. No more than five (5) team members may attend such meetings.

3.45.3 The Offeror shall prepare minutes of its Proprietary Meeting with VDOT and furnish the minutes in Microsoft Word format, for review and approval to VDOT within three (3) business days of the meeting by 5:00 P.M. prevailing local time. VDOT reserves the right to edit and return such meeting minutes to the Offeror to reflect VDOT's understanding of the meeting. Because of the proprietary nature of these meetings, neither the agenda nor the minutes will be subject to disclosure until after the award of the Design-Build Contract. If meeting minutes are not provided in accordance with the aforementioned time restriction, everything discussed at the meeting will be considered null and void and any understanding reached during the meeting will not be applicable between the parties to the meeting.

3.45.4 While the discussions in these Proprietary Meetings are intended to be confidential, nothing shall preclude VDOT from exercising any rights that it may have under this RFP, including the right to issue a clarification or revision of the RFP, or an Addendum, as a result of what is discussed in such meetings.

3.45.5 Nothing herein shall be construed to preclude VDOT from speaking with any Offeror at any time prior to the opening of the Price Proposals, and VDOT expressly reserves all such rights to do so.

3.56 Acknowledgment of Receipt of RFP, Revisions and Addenda

3.56.1 Offeror shall provide VDOT the Acknowledgement of RFP, Revisions, and/or Addenda Sheet (C-78), set forth as Attachment 3.5.1, with submission of the Qualifications Submittal and Proposal, which will serve to acknowledge that Offeror has received this RFP and identify Offeror's representative, who shall be Offeror's single point of contact for the receipt of any documents, notices and addenda associated with this RFP.

4.0 CONTENTS OF QUALIFICATIONS SUBMITTALS, PROPOSALS AND POST-NOTICE OF INTENT SUBMITTALS

4.1 General

4.1.1 This Section 4.0 describes the contents of the Qualifications Submittals to be submitted by all Offerors, the contents of the Proposals that may be submitted by Offerors with a responsive Qualifications Submittal, and the documents that are required to be submitted by the Successful Offeror after the issuance of the Notice of Intent to Award Contract. The format for the presentation of the Qualifications Submittals and Proposals is described in Section 6.0.

4.1.2 The Qualifications Submittal will consist of the Letter of Submittal #1 (Section 4.2) and Attachments to the Letter of Submittal #1 (Section 4.3). ~~A- Offerors shall complete the Letter of Submittal #1 Checklist has been provided for reference in, Attachment 4.1.2-, and include with their Letter of Submittal #1.~~ The purpose of the ~~checklist~~ Letter of Submittal #1 Checklist is to aid the Offeror in ~~meeting and organizing the~~ ensuring all submittal requirements. ~~have been included in the Offeror's Letter of Submittal #1 and to provide a page reference indicating the location in the Letter of Submittal #1 of each submittal requirement.~~

4.1.3 Only those Offerors with a responsive Qualifications Submittal will be allowed to submit a Proposal. The Proposal will consist of the Letter of Submittal #2 (Section 4.4), Attachments to the Letter of Submittal #2 (Section 4.5), and the Price Proposal (Section 4.6). ~~A- Offerors shall complete the Letter of Submittal #2 Checklist has been provided for reference in, Attachment 4.1.3-, and include with their Letter of Submittal #2.~~ The purpose of the ~~checklist~~ Letter of Submittal #2 Checklist is to aid the Offeror in ~~meeting and organizing the~~ ensuring all submittal

requirements ~~for~~have been included in the Offeror's Letter of Submittal #2- and to provide a page reference indicating the location in the Letter of Submittal #2 of each submittal requirement.

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

4.1.5 Offerors shall note that the entire Qualifications Submittal and Proposal submitted in response to this RFP, including but not limited to the Price Proposal, is considered neither confidential nor proprietary and will be subject to full disclosure under the Virginia Freedom of Information Act in the Code of Virginia.

4.2 Letter of Submittal # 1

4.2.1 Provide Letter of Submittal # 1 on the Offeror's letterhead. The Letter of Submittal # 1 shall:

.1 Identify: (a) the individual who is both the official representative and point of contact for the Offeror relative to all matters associated with this RFP and the Qualifications Submittal; and (b) the name of the principal officer (e.g., President, Treasurer, Chairperson of the Board of Directors, etc.) of the legal entity with whom the Design-Build Contract will be executed. Along with the names of such individuals, the letter shall identify such individual's title, address, phone and fax numbers, and e-mail addresses.

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

.3 Provide a written statement within the ~~LOS~~Letter of Submittal #1 that the Offeror is committed to achieving an eleven percent (11%) DBE participation goal for the entire value of the contract.

.4 Be signed by an authorized representative of the Offeror's organization, with all signatures being original and signed in ink.

4.3 Attachments to the Letter of Submittal # 1

4.3.1 Provide the following Attachments to the Letter of Submittal #1:

.1 Exhibit No. 1. Provide an 8.5” x 11” copy of the Offeror’s VDOT prequalification certificate or evidence indicating Offeror is currently prequalified as outlined in Section III H in VDOT’s Rules Governing Prequalification Privileges shall be satisfied. The Offeror must be in good standing and have the bonding ability to bid on the Project.

.2 Exhibit No. 2. Provide a listing, in tabular format, of any business entity on the Offeror’s proposed team who is practicing or offering to practice professional services in Virginia, including, but not limited to, those practicing or offering to practice engineering, surveying, hydrologic and hydraulic analysis and landscape architecture. To validate Offeror’s compliance with Section 2.11 above, for each such entity, provide full size copies of the SCC and DPOR supporting registration documentation.

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

(b) The DPOR registration information for each office practicing or offering to practice any professional services in Virginia shall include the business name, address, registration type, registration number and expiration date.

.3 Exhibit No. 3. Provide names and detailed addresses of all affiliated and/or subsidiary companies of the Offeror and any business entity on the Offeror’s proposed team, as well as any business entity listed above in Section 4.3.1.2 Exhibit No. 2. An affiliate shall be considered as any business entity which is closely associated to another business entity so that one entity controls or has power to control the other entity either directly or indirectly; or, when a third party has the power to control or controls both; or where one business entity has been so closely allied with another business entity through an established course of dealings, including but not limited to the lending of financial wherewithal, engaging in joint ventures, etc. as to cause a public perception that the two firms are one entity. Firms which are owned by a holding company or a third party, but otherwise meet the above conditions and do not have interlocking directorships or joint officers, are not considered to be affiliates. If Offeror has no affiliated and/or subsidiary companies, Offeror should include a statement in the Letter of Submittal indicating the same. If Offeror is unsure whether an entity is or is not an affiliate, doubt should be resolved in favor of affiliation and the entity should be listed accordingly.

.4 Exhibit No. 4. Offeror shall indicate, by executing and returning the attached Certification Regarding Debarment Form(s) Primary Covered Transactions, set forth as Attachment 4.3.1.4(a) and the attached Certification Regarding Debarment Forms(s) Lower Tier Covered Transactions, set forth as Attachment 4.3.1.4(b), if Offeror, or any affiliated and/or subsidiary companies, or any subconsultant, subcontractor, or any other person or entity identified

as a member of Offeror's proposed team or associated therewith in the capacity of owner, partner, director, officer or any other position involving the administration of Federal or State funds:

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

Any of the above conditions will not necessarily result in denial of award, but will be considered in determining the Offeror's responsibility. For any condition noted, indicate to whom it applies, the initiating agency, and the dates of action. Providing false information may result in federal criminal prosecution or administrative sanctions. For the avoidance of doubt, Attachments 4.3.1.4(a) and 4.3.1.4(b) shall be separately completed and executed by Offeror, any affiliated and/or subsidiary companies, and all subconsultants, subcontractors and any other person or entity identified as a member of Offeror's proposed team.

.5 Exhibit No. 5. Offeror shall provide sufficient information to communicate the experience of the Offeror's team on similar projects. Offeror shall identify relevant projects and experience on the Lead Contractor Work History Form (Attachment 4.3.1.5(a)) and Lead Designer Work History Form (Attachment 4.3.1.5(b)). A narrative description should be included on the Work History Form for each project.

The Offeror shall list three (3) highway construction projects completed by the Lead Contractor on primary or interstate highways that (a) had a minimum contract value of \$50,000,000, and (b) were completed within the last fifteen (15) years. The Offeror should focus on what the Offeror considers most relevant in demonstrating its qualifications to serve as the lead contractor for this Project. For each project listed in the Lead Contractor Work History Form, identify the lead designer working on such project. Relevant experience to be identified on the Lead Contractor Work History Form shall include:

1. At least one (1) highway construction project with a minimum construction value of \$15,000,000 for the roadway work that includes the following primary activities:
 - a. Rock excavation by blasting or mechanical means
 - b. Major grading on new alignment
2. At least one (1) major bridge structures construction project, to include straight or curved bridges with a minimum construction value of \$15,000,000 for the bridge work
3. At least one (1) interchange construction project on a limited access highway

The Offeror shall list three (3) highway construction projects designed by the Lead Designer on primary or interstate highways that (a) had a minimum construction value of \$50,000,000 and (b)

were completed within the last fifteen (15) years. The Offeror should focus on demonstrating its Lead Designer's qualifications in developing geometric design, structural design, geotechnical design, drainage design, railroad coordination, utility relocation, Right of Way acquisition, environmental compliance and transportation management plans for complex highway projects. For each project listed in the Lead Designer Work History Form, identify the lead contractor working on such project. Relevant experience to be identified on the Lead Designer Work History Form shall include:

1. At least two (2) interchange design projects on limited access highways with a minimum construction value of \$15,000,000 each for the roadway work.
2. At least one (1) major bridge structures design projects, to include straight or curved bridges with a minimum construction value of \$15,000,000 for the roadwaybridge work.

.6 Exhibit No. 6. Offeror shall provide the identity of and information about the Key Personnel listed below. This information is to be provided on the Key Personnel Resume Form attached hereto as Attachment 4.3.1.6. Included with such information shall be full size copies of individual registrations/licenses/certifications from appropriate governmental bodies as required below. For each Key Personnel practicing or offering to practice professional services in Virginia, the ~~Successful~~ Offeror shall provide the DPOR registration number and the expiration date for such Key Person and the office location where each Key Personnel is offering to practice professional services in Virginia.

(a) **Design-Build Project Manager** – This individual shall be responsible for the overall Project design, construction quality management and contract administration for the Project. This person shall be assigned to the Project full time and required to be onsite for the duration of the Project once construction activities commence.

(b) **Quality Assurance Manager (QAM)** – This individual shall be from an independent firm that has no involvement in construction operations for the Project, and shall be responsible for the quality assurance ("QA") inspection and testing of all materials used and work performed on the Project to include monitoring of the contractor's QC program. The QAM will ensure that all work and materials, testing, and sampling are performed in conformance with the contract requirements and the "approved for construction" plans and specifications. This person shall be assigned to the Project full time and required to be onsite for the duration of the Project once construction activities commence.

Licensure/Certification/Training Requirements: This individual shall report directly to the Design-Build Project Manager and shall be a registered, licensed, Professional Engineer in the Commonwealth of Virginia.

(c) **Design Manager** – This individual shall be responsible for coordinating the individual design disciplines and ensuring the overall Project design is in conformance with the Contract Documents. The Design Manager shall be

responsible for establishing and overseeing a quality assurance and quality control (“QA/QC”) program for all pertinent disciplines involved in the design of the Project, including, but not limited to, review of design, working plans, specifications, and constructability of the Project.

Licensure/Certification/Training Requirements: This individual shall be a registered, licensed, Professional Engineer in the Commonwealth of Virginia.

(d) Construction Manager – This individual, who will be required to be assigned to and on the Project site full time for the duration of construction operations, shall be responsible for managing the construction process to include all quality control (“QC”) activities to ensure the materials used and work performed meet contract requirements and the “approved for construction” plans and specifications. This person shall be assigned to the Project full time and required to be onsite for the duration of the Project once construction activities commence.

Licensure/Certification/Training Requirements: This individual shall hold a Virginia Department of Conservation and Recreation (“DCR”) Responsible Land Disturber (“RLD”) Certification and a VDOT Erosion and Sediment Control Contractor Certification (“ESCCC”) or a statement shall be included indicating this individual will hold these certifications prior to the commencement of construction.

(e) Lead Structural Engineer – This individual should serve as the lead structural engineer for the Project, responsible for structural design of the bridges and retaining walls. The Lead Structural Engineer shall be available to review designs and to verify and modify designs, if necessary, based on field conditions and construction activities related to dismantling and removing portions of existing structures, installing foundation structures, handling and erecting bridge girders, and making superstructure and substructure repairs.

Licensure/Certification/Training Requirements: This individual shall be a registered, licensed, Professional Engineer in the Commonwealth of Virginia.

(f) Lead Roadway Engineer – This individual should serve as the lead roadway engineer for the Project, responsible for roadway design of the highways and interchanges. The Lead Roadway Engineer shall be available to review designs and to verify and modify designs, if necessary, based on field conditions and construction activities.

Licensure/Certification/Training Requirements: This individual shall be a registered, licensed, Professional Engineer in the Commonwealth of Virginia.

(g) Lead Geotechnical Engineer – This individual should serve as the lead geotechnical engineer for the Project, responsible for geotechnical design of the

retaining walls, foundations, soil and rock cut and fill slopes, embankment materials and construction, ground improvement (as required), geotechnical instrumentation and pavement subgrade and structure. The Lead Geotechnical Engineer shall be available to review designs and to verify and modify designs, if necessary, based on field conditions and construction activities.

Licensure/Certification/Training Requirements: This individual shall be a registered, licensed, Professional Engineer in the Commonwealth of Virginia.

(h) **Lead Utility ~~Engineer~~ Coordination Manager** – This individual should serve as the lead utility engineer ~~coordination manager~~ for the Project, and is responsible for utility design of in plan utilities and the coordination of all utility relocations. The Lead Utility Coordination Engineer ~~Manager~~ shall verify conflicts; determine cost responsibilities; conduct utility field inspections; coordinate utility relocation design; review and recommend approval of utility relocation plans and estimates; ensure inspection of utility relocation construction; and perform other duties as required by the RFP. The Lead Utility Coordination Manager shall also be available to review designs ~~utility relocation designs prepared by a professional engineer for contract utility relocations~~ and to verify and modify designs, if necessary, based on field conditions and construction activities.

(i) **Lead Safety ~~Engineer~~ Manager** – This individual should serve as the lead safety engineer ~~manager~~ for the Project, responsible for ensuring a safe work environment during the construction of the ~~project. The Project.~~ All construction activities shall be performed in accordance with the United States Department of Labor's Occupational Safety ~~Engineer~~ and Health Administration (OSHA) Safety and Health Regulations for General Industry and Construction as well as any Virginia Unique Standards for Occupational Safety and Health. Additionally, the Lead Safety Manager shall ensure that all explosives are purchased, transported, stored, used and disposed of by a Virginia State Certified Blaster. The Lead Safety Manager shall be available to review designs, and suggest modifications to the designs, if necessary, based on field conditions and construction activities.

This person shall be assigned to the Project full time and required to be onsite for the duration of the Project once construction activities commence.

(j) **Environmental Compliance Manager** – This individual should serve as the environmental compliance manager for the Project, responsible for ensuring compliance with all environmental commitments during the construction of the ~~project~~ Project. The Environmental Compliance Manager shall be available to review designs and suggested modifications to the designs, if necessary, based on field conditions and construction activities.

This individual shall be assigned to the Project full time and required to be onsite for the duration of the Project once construction activities commence.

(k) **Right of Way Manager** – This individual ~~shall~~should be responsible for coordinating all right-of-way acquisition services. The Right of Way Manager will ensure that the acquisition process is in compliance with all applicable laws and regulations.

Licensure/Certification/Training Requirements: This individual shall be from a firm that is a member of VDOT’s prequalified right-of-way contracting consultants

(l) **Public Relations Manager** – This individual should serve as the public relations manager for the Project, responsible for managing all external project communication with project stakeholders, the media and the general public during the design and construction of the ~~project~~Project.

.7 Exhibit No. 7. Offeror shall furnish an organizational chart showing the “chain of command” to include, minimally, the Key Personnel identified in Section 4.3.1.6 and identifying major functions to be performed and their reporting relationships in managing, designing and constructing the Project. The organizational chart should also include identification of design subconsultants, specialty subconsultants, major subcontractors and the entities responsible for implementing the Successful Offeror’s proposed QA/QC program including reporting relationships. The organizational chart should show a clear separation between Quality Assurance (QA) and construction activities. This includes separation between QA and construction Quality Control (QC) inspection and field/ laboratory testing.

.8 Exhibit No. 8. Include a letter from a surety or insurance company (with a Best’s Financial Strength Rating of A minus (A-) and Financial Size Category VIII or better by A.M. Best Co.) stating that the Offeror is capable of obtaining a performance and payment bond based on the current allocated budget amount referenced in Section 2.5.1, which bonds will cover the Project and any warranty periods. The letter of surety shall clearly state the rating categorization noted above and reference the allocated budget amount as identified in Section 2.5.1, in a manner similar to the notation provided below:

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

4.4 Letter of Submittal # 2

4.4.1 Provide Letter of Submittal #2 on the Offeror’s letterhead. The Letter of Submittal #2 shall:

.1 ~~Identify any changes~~ Confirm that ~~have been made to the information contained in~~ the Offeror’s organizational structure ~~or~~ and Key Personnel ~~since VDOT received~~ submitted with the Offeror’s Qualifications Submittal. ~~If no changes have been made, indicate as such. remain true and accurate. Pursuant to Part 1, Section 11.9, the team proposed by the Offeror, shall remain on Offeror’s team for the duration of the procurement process. Unauthorized changes to the Offeror’s team at any time during the procurement process may result in the elimination of the Offeror from further consideration.~~

.2 Consistent with Section 8.2.1 below, declare that the offer represented by the Proposal will remain in full force and effect for one hundred twenty (120) days after the date the Proposal is actually submitted to VDOT (“Proposal Due Date”).

.3 Be signed by an authorized representative of the Offeror’s organization, with all signatures being original and signed in ink.

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

.5 Certify that the Offeror’s proposed project concept that is submitted with Letter of Submittal #2 is fully compliant with the minimum design requirements that are outlined in Tables 1 and 2 included in Part 2, Section 2.5 and all other requirements of this RFP.

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

4.5 Attachments to Letter of Submittal #2

4.5.1 Provide the following Attachments to the Letter of Submittal # 2:

.1 Exhibit No. 1. The Offeror shall submit their conceptual roadway plans for the Project. Minimally, these plans shall:

1. Meet the Level of Service requirements listed in Part 2, Section 2.5 of this RFP. Supporting documentation shall be provided that includes a summary of the traffic operations software output data used for the operational analysis and shows the Level of Service for each roadway identified in Part 2, Section 2.5, Table 2;
2. Indicate that the limits of construction are within existing/proposed right-of-way limits shown in ~~the RFP Plans~~ Exhibit A – Rte 29 ROW Displays;

~~3. Indicate a maximum grade of 4.5% on the mainline through Stillhouse Mountain;~~

~~4.3.~~ Include all information indicated on the Roadway Conceptual Design Checklist, Attachment 4.5.1.1.

.2 Exhibit No. 2. The Offeror shall submit their conceptual bridge plans for each proposed bridge structure on the Project. Minimally, these plans shall:

~~1. Include bridges at each of the locations required in Addendum;~~

~~Include~~ include all information indicated on the Bridge Conceptual Design Checklist, Attachment 4.5.1.2.

.3 Exhibit No. 3. Offeror shall provide a Proposal Schedule for the entire Project. The Proposal Schedule should include: (i) a detailed work plan for all activities for the entire duration of the Project; (ii) a narrative description of the proposed schedule; (iii) logic relationships, durations, critical path based on the longest path and interim milestones; (iv) permitting and design review submittals by VDOT; and (v) -identify all work authorized by NTP # 1 and prior to issuance of- NTP # 2. The NTP # 2 should be shown as a hold point in the Proposal Schedule. In addition to hard copy, the Offeror shall provide the Proposal Schedule's source document in electronic format, e.g. .xls, etc., on a CD-ROM. Offerors are to note that in addition to the Proposal Schedule, the Design-Builder will develop and submit a Baseline Schedule in accordance with Part 3, Section 11.1.2. The Design-Builder will update the Proposal Schedule monthly until the Baseline Schedule is approved by VDOT.

.4 Exhibit No. 4. The Offeror shall provide a schedule of values consistent with the Price Proposal. This schedule of values shall identify the associated costs of each project activity identified in the Proposal Schedule. The value associated with each activity shall be inclusive of all direct and indirect costs, overhead, profit and any other expenses of any kind. The values and quantities shall be clearly supported by the Escrow Proposal Documents that are submitted in accordance with Section 11.6.1.

.5 Exhibit No. 5. The Offeror shall submit a proposed monthly payment schedule showing the anticipated schedule on which funds will be required and the associated dollar value for the work. The value of the monthly payment schedule shall correlate with the Proposal Schedule and schedule of values.

4.6 Price Proposal

4.6.1 Each Offeror shall complete the Price Proposal Checklist, Attachment 4.6.1, and include with its Price Proposal. The purpose of the Price Proposal Checklist is to aid the Offeror in ensuring all submittal requirements have been included in the submittal.

4.6.2 Offeror shall specify, on the form set forth in Attachment 4.6.2, the Proposal Price, in both numbers and words. Offerors are advised that the prices set forth above shall be considered full compensation to Offeror for all design services, labor, material, equipment, permits, taxes,

overhead, profit and any other expenses of any kind applicable to the work to be undertaken by Offeror associated with such work, including but not limited to any escalation, extended site overhead, acceleration of schedule and/or shift of construction sequencing.

4.6.3 Offeror shall provide the Proposal Guaranty (C-24) required by Section 102.07 of Part 5, Division I Amendments to Section 100 of the VDOT Road and Bridge Specifications. If the Price Proposal Guarantee is not submitted with the Price Proposal, then the Offeror shall be deemed non-responsive and will be disqualified from participating in the Design-Build procurement for this ~~project~~Project. A copy of the Proposal Guaranty Form C-24 may be found at <http://vdotforms.vdot.virginia.gov/>.

4.6.4 Offeror shall provide the Sworn Statement Forms (C-104, C-105), as set forth in Attachments 4.6.4(a) and 4.6.4(b), respectively.

4.6.5 Offeror shall provide the required information set forth in Part 3 (Lump Sum Agreement), Section 6.3, Adjustments to Asphalt, Fuel and Steel Prices on the forms set forth in Attachments 4.6.5(a), 4.6.5(b), 4.6.5(c) and 4.6.5(d), respectively.

4.6.6 For those DBE's whom Offeror intends to use as a subcontractor, Offeror shall provide the Minimum DBE Requirements Form (C-111; Attachment 4.6.6(a)), and/or DBE Good Faith Effort Documentation Form (C-49; Attachment 4.6.6(b)), if applicable (including Good Faith Effort supporting documentation), and Certification of Binding Agreement Form (C-112; Attachment 4.6.6(c)).

4.6.7 Include either an executed Proposal Payment Agreement, in the form set forth in Attachment 9.3.1, or an executed Waiver of Proposal Payment, in the form set forth in Attachment 9.3.2.

4.7 Post Notice of Intent to Award Submittals

Within three (3) days of Notice of Intent to Award, or the Post Notice of Intent Submittal due date specified in Section 2.6.1, whichever is later, the Successful Offeror shall deliver to VDOT documents required by this Section for its review and approval. VDOT may seek clarifications on any such documents. If VDOT disapproves any such submittal, VDOT may, in its sole discretion, disqualify the Successful Offeror.

4.7.1 Escrow Proposal Documents. Provide the Escrow Proposal Documents in accordance with Section 11.6.1.

5.0 EVALUATION AND RESPONSIVENESS REVIEW OF QUALIFICATIONS SUBMITTAL AND PROPOSAL

5.1 Qualifications Submittal

5.1.1 VDOT will review each Qualifications Submittal from each Offeror to determine whether it is responsive.

5.1.2 Prior to determining responsiveness, VDOT in its sole discretion, may seek clarification on the contents of the Qualifications Submittal through any means VDOT desires, including but not limited to, holding interviews, asking written questions of the Offeror(s), seeking written clarifications, conducting discussions on the Qualifications Submittal documents, and soliciting updated documents during the responsiveness review process.

5.1.3 The Qualifications Submittal will be reviewed and evaluated to determine if the qualifications “pass or fail” based on the requirements outlined in Section 4.3.1. Failure to meet all of the requirements listed in Section 4.2 and 4.3 may deem an Offeror’s Qualifications Submittal non-responsive.

5.1.4 If VDOT determines that a Qualifications Submittal does not comply with or satisfy requirements of the RFP Documents, VDOT may find such Qualifications Submittal to be non-responsive. In such event, the Offeror whose Qualifications Submittal was found to be non-responsive will be notified in writing of VDOT’s determination and not be allowed to submit a Proposal for the Project.

5.1.5 Following VDOT’s responsiveness determination, VDOT will notify all Offerors whose Qualifications Submittal was found to be responsive to submit a Proposal for the Project.

5.2 Proposal Submittal

5.2.1 VDOT will review each Proposal from each Offeror that submitted a responsive Qualifications Submittal to determine whether the Proposal is responsive.

5.2.2 Prior to determining Proposal responsiveness, VDOT in its sole discretion, may seek clarification on the contents of the Letter of Submittal #2 and Attachments through any means VDOT desires, including but not limited to, holding interviews, asking written questions of the Offeror(s), seeking written clarifications, conducting discussions on the Proposal documents, and soliciting updated documents during the responsiveness review process.

5.2.3 The Attachments to Letter of Submittal #2 will be reviewed and evaluated to determine whether the submittal shall “pass or fail” based on the requirements outlined in Section 4.5.1. Failure to meet all of the requirements listed in Section 4.4 and 4.5 may deem an Offeror’s Proposal non-responsive.

5.2.4 If VDOT determines that a Letter of Submittal #2 and its Attachments do not comply with or satisfy requirements of the RFP Documents, VDOT may find such Proposal to be non-responsive. In such event, the Offeror whose Proposal was found to be non-responsive will be notified in writing of VDOT’s determination and the Price Proposal corresponding to the non-

responsive Proposal will not be opened, but will be returned unopened, along with the non-responsive Proposal, to the Offeror.

5.2.5 Following VDOT’s responsiveness determination, VDOT will open the Price Proposals submitted by Offerors with responsive Proposals. The Successful Offeror shall be the responsive Offeror with the lowest price.

6.0 QUALIFICATIONS SUBMITTAL AND PROPOSAL SUBMITTAL REQUIREMENTS

This Section 6.0 describes the requirements that all Offerors must satisfy in submitting Qualifications Submittals and Proposals. Qualifications Submittals and Proposals must meet all requirements established by this RFP. Requirements of this RFP generally will use the words “shall”, “will”, or “must” (or equivalent terms) to identify a required item that must be submitted with an Offeror’s Qualifications Submittal and/ or Proposal. Failure of any Offeror to submit its Qualifications Submittal or Proposal in accordance with this RFP may result in rejection of its Qualifications Submittal and/ or Proposal.

6.1 Due Date, Time and Location

6.1.1 All Qualifications Submittals and Proposals must be received by the Due Date set forth in Section 2.6.1 above. All submissions, including hand-delivered packages, US Postal Service regular mail, US Postal Service express mail, or private delivery service (FEDEX, UPS, courier, etc.), must be delivered to the following individual at the following address:

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

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

6.2 Format

6.2.1 Qualifications Submittal

6.2.1.1 One separate sealed parcel containing: the Letter of Submittal #1 and Attachments, shall be received by the Qualifications Submittal Due Date [and time](#) set forth in Section 2.6.1. If such parcel is not received by the above specified date [and time](#), then the Offeror shall be deemed non-responsive and will be disqualified from participating in the procurement for this Project. Parcels shall be clearly marked to identify the Project and the Offeror, and to identify the contents as: the Letter of Submittal #1 and Attachments.

6.2.1.2 Each Offeror shall deliver one (1) copy of the Letter of Submittal #1 (with original signatures) and Attachments. Additionally, one CD-ROM containing the entire Letter of Submittal #1 and Attachments in a single cohesive Adobe PDF file should be included with the hard copy of the Letter of Submittal #1 and Attachments.

The Letter of Submittal #1 and Attachments shall be securely bound and contained in a single volume with an identity on its front cover. Three ring binders are not permissible.

- The Letter of Submittal #1 and Attachments shall be:
 - Typed on one (1) side only.
 - Separated by numbered tabs with sections corresponding to the order set forth in Section 4.
- Except for charts, schedules, exhibits, and other illustrative and graphical information, all information shall be prepared on 8.5” x 11” white paper.
- Charts, schedules, exhibits, and other illustrative and graphical information may be on 11” x 17” paper, but must be folded to 8.5” x 11”.
- All printing, except for the front cover of the Letter of Submittal #1 and any appendices, must be
 - Times New Roman, with a font of 12-point.
 - Times New Roman 10 point font may be used for filling out information on the Work History Forms and the Key Personnel Resume Forms. (Note, the format and appearance of the Work History Form and the Key Personnel Resume Form should not be modified)
 - Include page number references in the lower right hand corner.

6.2.2 Proposal

6.2.2.1 Two separate sealed parcels containing: (a) the Letter of Submittal #2 and Attachments; and (b) the Price Proposal, shall be received by the Proposal Due Date [and time](#) set forth in Section 2.6.1. If such parcels are not received by the above specified date [and time](#), then the Offeror shall be deemed non-responsive and will be disqualified from participating in the procurement for this Project. Parcels shall be clearly marked to identify the Project and the Offeror, and to identify the contents as: (a) the Letter of Submittal #2 and Attachments; and (b) the Price Proposal.

6.2.2.2 Each Offeror shall deliver ten (10) identical paper copies of the Letter of Submittal #2 and Attachments, one (1) of which must bear original signatures. Additionally, one CD-ROM containing the entire Letter of Submittal #2 and Attachments in a single cohesive Adobe PDF file shall be included with the hard copy of the Letter of Submittal #2 and Attachments.

Each copy of the Letter of Submittal #2 and Attachments shall be securely bound and contained in a single volume with an identity on its front cover, in the upper right-hand corner, as “Copy ___ of 10 Copies.” Three ring binders are not permissible.

- The Letter of Submittal #2 and Attachments shall be:
 - Typed on one (1) side only.
 - Separated by numbered tabs with sections corresponding to the order set forth in Section 4.
- Except for charts, schedules, exhibits, design concepts graphics and other illustrative and graphical information, all information shall be prepared on 8.5” x 11” white paper.
- Charts, schedules, exhibits, design concept graphics and other illustrative and graphical information may be on 11” x 17” paper, but must be folded to 8.5” x 11”.
- All printing, except for the front cover of the Letter of Submittal #2 and any appendices, must be
 - Times New Roman, with a font of 12-point.
 - Arial, with a font of 10-point is acceptable for charts, schedules, exhibits, design concept graphics and other illustrative and graphical information.
 - Include page number references in the lower right hand corner.

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

7.0 QUESTIONS AND CLARIFICATIONS

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

7.0.2 All questions or requests for clarification must be submitted by the due dates and times set forth in Section 2.6.1 above. Questions or clarifications requested after such times will not be answered, unless VDOT elects, in its sole discretion, to do so.

7.0.3 VDOT’s responses to questions or requests for clarification shall be in writing. VDOT will issue an Addendum to this RFP, if needed. VDOT will not be bound by any oral communications,

or written interpretations or clarifications that are not issued in writing or set forth in an Addendum.

7.0.4 VDOT, at its sole discretion, shall have the right to seek clarifications from any Offeror to fully understand information contained in the Qualifications Submittal and/ or Proposal.

8.0 AWARD OF CONTRACT, PROPOSAL VALIDITY AND CONTRACT EXECUTION

8.1 Negotiations and Award of Contract

8.1.1 Upon completion of the responsiveness review of the Proposals, it is anticipated that the Assistant Division Administrator for Alternate Project Delivery will: (a) recommend the Offeror who submitted the lowest Price Proposal, whose Proposal is responsive and within VDOT's budget, to the Chief Engineer for approval of an award of a fixed price Design-Build Contract by the CTB; and (b) issue a Notice of Intent to Award to such Offeror.

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

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

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

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

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

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

8.1.8 Pursuant to 23 CFR 636.509, at the conclusion of discussions, VDOT, will request all Offeror(s) in the competitive range to submit a final proposal revision, also called Best and Final

Offer (“BAFO”). Thus, regardless of the length or number of discussions, there will be only one request for a revised proposal (*i.e.*, only one BAFO).

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

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

8.2 Proposal Validity

8.2.1 The offer represented by each Proposal will remain in full force and effect for one hundred twenty (120) days after the Proposal Due Date set forth in Section 2.6.1. If Award of Contract has not been made by the CTB within one hundred twenty (120) days after the Proposal Due Date, each Offeror that has not previously agreed to an extension of such deadline shall have the right to withdraw its Proposal.

8.3 Submittals after Notice of Intent to Award

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

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

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

8.4 Contract Execution and Notice to Proceed # 1

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

8.4.2 VDOT reserves the right to issue Notice to Proceed # 1 within fifteen (15) days after execution of the Design-Build Contract.

8.4.3 Upon Award of Contract, the Successful Offeror may submit an invoice for an advanced payment of \$100,000 of the Contract Price. This amount, which should be included in the Offeror’s Price Proposal, represents payment toward design and preconstruction services

performed prior to Award of Contract designed to defray some of those expenses by the Successful Offeror. VDOT will not make any other payment toward design and preconstruction services performed prior to Award of Contract to the Successful Offeror. Such invoice shall be processed and paid in accordance with the payment provisions of the Design-Build Contract.

8.5 Contract Execution Prior to the Completion of the NEPA Related Work

The NEPA related work is not expected to be completed prior to Contract execution. In conformance with 23 CFR 636.109(c), VDOT is required to receive prior FHWA concurrence before awarding a Design-Build contract and before the Design-Builder is allowed to proceed with preliminary design work under the Design-Build contract.

VDOT will use a two phased Notice to Proceed (NTP) for the Project (for Phase One NTP # 1 and for Phase Two NTP # 2). NTP # 1 will authorize the Design-Builder to proceed with preliminary design in accordance with 23 CFR 636.109(b)(1) and as defined in FHWA Order Number 6640.1A.

Pursuant to 23 CFR 636.109 (b) (6), the Design-Builder will not be allowed to prepare the NEPA related work or have any decision-making responsibility with respect to the NEPA related work. VDOT will be solely responsible for completing and obtaining FHWA's approval of the NEPA related work.

If the Scope of Work for the Project, as described in Part 2 of this RFP, is changed as a result of the NEPA related work, VDOT may, at its sole discretion, issue a Work Order in accordance with Part 4, Article 9 of this RFP to include any additional work required by the NEPA related work OR terminate the Contract for convenience in accordance with Part 4, Article 11 of this RFP.

Upon the issuance of NTP # 2, the Design-Builder shall commence work which will generally consist of Final Design, Right of Way Acquisition, Utilities Relocation and Construction. Under no circumstances shall the Design-Builder commence Work on Final Design, Right of Way Acquisition, Utility Relocation, or Construction until such time as the NEPA related work is completed and VDOT issues the Phase Two NTP # 2.

In the event that VDOT terminates the Contract for convenience, the Design-Builder will be paid for the NTP # 1 Work pursuant to the Contract, and the Design-Builder will not be entitled to any further future compensation under the Contract.

9.0 RIGHTS AND OBLIGATIONS OF VDOT

9.1 Reservation of Rights

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

- .1 The right to cancel, withdraw, postpone or extend this RFP in whole or in part at any time prior to the execution by VDOT of the Design-Build Contract, without incurring any obligations or liabilities.
- .2 The right to issue a new RFP.
- .3 The right to reject any and all submittals, responses and proposals received at any time.
- .4 The right to modify all dates set or projected in this RFP.
- .5 The right to terminate evaluations of responses received at any time.
- .6 The right to suspend and terminate the procurement process for the Project, at any time.
- .7 The right to revise and modify, at any time prior to the Proposal Submittal Date, factors it will consider in evaluating responses to this RFP and to otherwise revise its evaluation methodology.
- .8 The right to waive or permit corrections to data submitted with any response to this RFP until such time as VDOT declares in writing that a particular stage or phase of its review of the responses to this RFP has been completed and closed.
- .9 The right to issue addenda, supplements, and modifications to this RFP, including but not limited to modifications of evaluation criteria or methodology and weighting of evaluation criteria.
- .10 The right to permit submittal of addenda and supplements to data previously provided with any response to this RFP until such time as VDOT declares in writing that a particular stage or phase of its review of the responses to this RFP has been completed and closed.
- .11 The right to hold meetings and conduct discussions and correspondence with one or more of the Offerors responding to this RFP to seek an improved understanding and evaluation of the responses to this RFP.

- .12 The right to seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to the RFP, including the right to seek clarifications from Offerors.
- .13 The right to permit Offerors to add or delete firms and/or key personnel until such time as VDOT declares in writing that a particular stage or phase of its review has been completed and closed.
- .14 The right to add or delete Offeror responsibilities from the information contained in this RFP.
- .15 The right to use assistance of outside technical and legal experts and consultants in the evaluation process.
- .16 The right to waive deficiencies, informalities and irregularities in a Qualifications Submittal and/ or Proposal, accept and review a non-conforming Qualifications Submittal and/ or Proposal or seek clarifications or supplements to a Qualifications Submittal and/ or Proposal.
- .17 The right to disqualify any Offeror that changes its submittal without VDOT approval.
- .18 The right to change the method of award at any time prior to submission of the Proposals.
- .19 The right to respond to all, some, or none of the inquiries, questions and/or request for clarifications received relative to the RFP.
- .20 The right to negotiate the allocation of prices identified for specific portions of the work depicted within a Price Proposal.
- .21 The right to disqualify and/or cease negotiations with an Offeror if VDOT, in its sole discretion, determines that the Offeror's post Notice of Intent to Award submittals are not acceptable or its Price Proposal contains unbalanced pricing among the specific portions of work identified therein.
- .22 The right to use all or part of an unsuccessful Offeror's Proposal that accepts a Proposal Payment.

9.2 No Assumption of Liability

9.2.1 Except as stated in Part 1, Section 9.3.1, in no event shall VDOT be bound by, or liable for, any obligations with respect to the Project until such time (if at all) a contract, in form and

substance satisfactory to VDOT, has been executed and authorized by VDOT and, then, only to the extent set forth therein.

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

9.3 Proposal Payment

9.3.1 Notwithstanding Part 1, Section 9.2, VDOT is willing to pay those Offerors who submit a responsive Proposal, but are not awarded the Design-Build Contract, a Proposal Payment in the amount of \$100,000.

Prior to the proposal submission date, if the Design-Build procurement process is terminated for any reason, the Commonwealth, the Commissioner, CTB or VDOT shall not be responsible for any Proposal Payments, partial or in full, for any costs incurred by the Offerors in developing proposals.

After proposals have been received by VDOT and deemed responsive, and VDOT makes the decision to cancel the procurement or not to award a Design-Build Contract, all responsive Offerors will receive a Proposal Payment upon receipt of the invoice. The Proposal Payment will be made within forty-five (45) days after Award of Contract or, if applicable, the decision by VDOT to cancel the procurement or to not award a Design-Build Contract.

Payment to an Offeror of the Proposal Payment is expressly conditioned upon such Offeror providing, pursuant to Part 1, Section 4.1.5, an executed Proposal Payment Agreement in the form set forth in Attachment 9.3.1, and being fully compliant with the conditions established in such agreement for payment of the Proposal Payment.

Under no circumstances will the Commonwealth, the Commissioner, CTB, or VDOT be liable for or reimburse any costs incurred by Offeror, whether or not selected for negotiations, in developing proposals unless otherwise noted in the RFP.

9.3.2 If an unsuccessful Offeror elects to waive the Proposal Payment, it will expressly do so by executing the Waiver of Proposal Payment in the form set forth in Attachment 9.3.2 and submitting such Waiver of Proposal Payment as part of its Proposal, pursuant to Part 1, Section 4.6.7. In such case, VDOT agrees that it will not use any proprietary ideas or proprietary information contained in that Offeror's Proposal should the Offeror not be awarded the Design-Build Contract.

10.0 PROTESTS

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

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

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

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

Pursuant to § 2.2-4362, of the *Code of Virginia*, an award need not be delayed for the period allowed a bidder or Offeror to protest, but in the event of a timely protest, no further action to award the Contract will be taken unless there is a written determination by the Commissioner, or his designee, that proceeding without delay is necessary to protect the public interest or unless the Design-Build Proposal would expire. Further, pursuant to §2.2-4361, of the *Code of Virginia*, pending a final determination of a protest or appeal, the validity of the contract awarded and accepted in good faith shall not be affected by the fact that a protest or appeal has been filed.

11.0 MISCELLANEOUS

11.1 Virginia Freedom of Information Act

11.1.1 All Qualifications Submittals and Proposals submitted to VDOT become the property of VDOT and are subject to the disclosure requirements of Section 2.2-4342 of the Virginia Public Procurement Act and the Virginia Freedom of Information Act ("FOIA") (Section 2.2—3700 et seq. of the *Code of Virginia*). Offerors are advised to familiarize themselves with the provisions of

each Act referenced herein to ensure that documents identified as confidential will not be subject to disclosure under FOIA. In no event shall the Commonwealth, the Commonwealth Transportation Commissioner, or VDOT be liable to an Offeror for the disclosure of all or a portion of a Qualifications Submittal and/ or Proposal submitted pursuant to this request not properly identified as confidential.

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

- .1 Invoke such exemption upon the submission of the materials for which protection is sought.
- .2 Identify the specific data or other materials for which the protection is sought.
- .3 State the reasons why the protection is necessary.
- .4 Indicate that a similar process with the appropriate officials of the affected local jurisdictions is or will be conducted. Failure to take such precautions prior to submission of a Qualifications Submittal and/ or Proposal may subject confidential information to disclosure under the Virginia FOIA.

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

11.1.4 In the event VDOT receives a request for public disclosure of all or any portion of a Qualifications Submittal or Proposal identified as confidential, VDOT will attempt to notify the Offeror of the request, providing an opportunity for such Offeror to assert, in writing, claimed exemptions under the FOIA or other Commonwealth law. VDOT will come to its own determination whether or not the requested materials are exempt from disclosure. In the event VDOT elects to disclose the requested materials, it will provide the Offeror advance notice of its intent to disclose.

11.1.5 Because of the confidential nature of the evaluation and negotiation process associated with this Project, and to preserve the propriety of each Offeror's Qualifications Submittal and Proposal, it is VDOT's intention, subject to applicable law, not to consider a request for disclosure until after VDOT's issuance of a Notice of Intent to Award. Offerors are on notice that once a Design-Build

Contract is executed, some or all of the information submitted in the Qualifications Submittal or Proposal may lose its protection under the applicable laws of the Commonwealth.

11.2 Conflict of Interest

11.2.1 Implementation guidelines for VDOT's policy on organizational conflicts of interest relating to Design-Build procurement are documented in the Innovative Project Delivery Division Memorandum IPD 07-02.0 dated August 1, 2007.

(http://www.virginiadot.org/business/resources/IPD_07_02_0.pdf)

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

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

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

1. An organization or individual hired by VDOT to provide assistance in development of instructions to Offerors or evaluation criteria for the Project.
2. An organization or individual hired by VDOT to provide assistance in development of instructions to Offerors or evaluation criteria as part of the programmatic guidance or procurement documents for VDOT's Design-Build program, and as a result has a unique competitive advantage relative to the Project.
3. An organization or individual with a present or former contract with VDOT to prepare planning, environmental, engineering, or technical work product for the Project, and has a potential competitive advantage because such work product is not available to all potential Offerors in a timely manner prior to the procurement process.

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

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

11.2.6 Offerors shall note that portions of the documents contained in the RFP will include work product developed by **PB Americas, Inc., Stratacomm, Alpha Corporation and ECS Group of Companies, McCormick Taylor, Parsons Transportation Group and Coastal Carolina Research, Inc.** The information contained in these studies is for informational purposes only. The interpretation and recommendations contained in these documents were made solely for the purpose of these previous contracts and shall not be relied upon by the Offerors in the design and construction of this ~~project~~**Project**. **PB Americas, Inc., Stratacomm, Alpha Corporation and ECS Group of Companies, McCormick Taylor, Parsons Transportation Group and Coastal Carolina Research, Inc.** will not be allowed to participate as a Design-Build team member. Any Qualifications Submittal or Proposal received in violation of this requirement will be rejected.

11.3 Ethics in Public Contracting Act

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

11.4 Disadvantaged Business Enterprises

The Disadvantaged Business Enterprises (“DBE”) contract goal for this procurement is eleven percent (11%).

11.4.1 It is the policy of VDOT that DBEs, as defined in 49 CFR Part 26, shall have every opportunity to participate in the performance of construction/consultant contracts. Offerors are encouraged to take all necessary and reasonable steps to ensure that DBEs have every opportunity to compete for and perform services on contracts, including participation in any subsequent supplemental contracts. If a portion of the work on the Project is to be subcontracted out, Offerors must seek out and consider DBEs as potential subcontractors. DBEs must be contacted to solicit their interest, capability and qualifications. Any agreement between an Offeror and a DBE whereby the DBE promises not to provide services to any other Offeror or other contractors/consultants is prohibited.

11.4.2 If a DBE is not certified, the DBE must become certified with the Virginia Department of Minority Business Enterprises (“VDMBE”) prior to the Proposal Due Date. If the DBE is a prime, the firm will receive full credit for the planned involvement of their own workforce, as well as the work they commit to be performed by DBE subcontractors. DBE primes are encouraged to make

the same outreach. DBE credit will be awarded only for work actually performed by DBEs themselves. When a DBE prime or subcontractor subcontracts work to another firm, the work counts toward DBE goals only if the other firm itself is a DBE. A DBE must perform or exercise responsibility for at least 30% of the total cost of its contract with its own workforce.

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

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

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

Virginia Department of Minority Business Enterprises
111 East Main Street, Suite 300
Richmond, VA 23219
Phone: (804) 786-2260
Toll Free (VA Only) 1-800-223-0671
www.dmb.virginia.gov

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

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

VDOT Central Office

Lynchburg District

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

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

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

Northern Virginia District
~~14685 Avion Parkway~~4975 Alliance Drive
~~Chantilly~~Fairfax, VA ~~20151~~22030
(703) ~~383-2341~~259-1775

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

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

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

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

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

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

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

The following informational websites may also be of assistance:

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

11.5 Trainee and Apprenticeship Participation

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

11.6 Escrowed Proposal Documents

11.6.1 Scope

Pursuant to Section 11.6.5.1 below, the Successful Offeror shall submit to the individual set forth in Section 6.1.1 above, on the Post Notice of Intent Submittal Due Date, one copy of all documentary information generated in preparation of its Proposal. This material is hereinafter referred to as Escrow Proposal Documents (“EPDs”). The EPDs will be held in a secure location at the VDOT Central Office until immediately prior to award of the Project. The EPDs of the Successful Offeror will be transferred to and then held in escrow at the banking institution specified in this Section 11.6.6.

An Escrow Proposal Documents Submission Checklist has been provided for reference in Attachment 11.6.1

11.6.2 Ownership

- .1 The EPDs are, and shall always remain, the property of the Successful Offeror, subject to joint review by VDOT and the Successful Offeror, as provided herein.
- .2 VDOT stipulates and expressly acknowledges that the EPDs constitute trade secrets. This acknowledgement is based on VDOT's express understanding that the information contained in the EPDs is not known outside Successful Offeror's business, is known only to a limited extent and only by a limited number of employees of the Successful Offeror, is safeguarded while in Successful Offeror's possession, is extremely valuable to Successful Offeror and could be extremely valuable to Successful Offeror's competitors by virtue of its reflecting Successful Offeror's contemplated techniques of design and construction. VDOT further acknowledges that Successful Offeror expended substantial sums of money in developing the information included in the EPDs and further acknowledges that it would be difficult for a competitor to replicate the information contained therein. VDOT further acknowledges that the EPDs and the information contained therein are made available to VDOT only because such action is an express prerequisite to Award of Contract. VDOT further acknowledges that the EPDs include a compilation of the information used in Successful Offeror's business, intended to give Successful Offeror an opportunity to obtain an advantage over competitors who do not know of or use the contents of the documentation.

11.6.3 Purpose

EPDs may be used to assist in the negotiation of price adjustments and change orders and in the settlement of disputes and claims. They will not be used for pre-award evaluation of the Successful Offeror's anticipated methods of construction or to assess the Successful Offeror's qualifications for performing the Work.

11.6.4 Format and Contents

- .1 Successful Offerors may submit EPDs in their usual cost estimating format provided that all information is clearly presented and ascertainable. It is not the intention of this Section 11.6 to cause the Successful Offeror extra work during the preparation of the Proposal, but to ensure that the EPDs will be adequate to enable complete understanding and proper interpretation for their intended use. The EPDs shall be submitted in the language of the Specifications (i.e., English).
- .2 It is required that the EPDs clearly itemize the estimated costs of performing the work of each item contained in Successful Offeror's schedule of values. Cost items shall be separated into sub-items as required to present a detailed cost estimate and allow a detailed cost review. The EPDs shall include: estimates for costs of the design professionals and consultants itemized by discipline both for development of the design, all quantity take-offs, crew size and shifts, equipment, calculations of rates of production and progress, copies of quotes from subcontractors and suppliers, and memoranda, narratives, drawings and sketches showing site or work area layouts and equipment, add/deduct sheets, geotechnical reviews and consultant reports, and all other information used by the Successful Offeror to arrive at the prices contained in the Proposal. Estimated costs shall be broken down into estimate categories for each bid items such as direct labor, repair labor, equipment ownership and operation, expendable materials, permanent materials and subcontract costs as appropriate. Plant and equipment, indirect costs, bond rates and calculations, insurance costs and financing should be detailed. The Successful Offeror's allocation of indirect costs, contingencies, and mark-up shall be identified.
- .3 All costs shall be identified. For bid items amounting to less than \$10,000, estimated unit costs are acceptable without a detailed cost estimate, provided that labor, equipment, materials and subcontracts, as applicable, are included, and provided that indirect costs, contingencies, and mark-up, as applicable, are allocated.
- .4 RFP Documents provided by VDOT should not be included in the EPDs unless needed to comply with these requirements.

11.6.5 Submittal

- .1 The EPDs shall be submitted in a sealed container to the individual set forth in Section 6.1.1 above, which container shall be clearly marked on the outside with the Offeror's name, date of submittal, Project name, and the words "Escrow Proposal Documents."
- .2 Prior to Award of Contract, EPDs of the Successful Offeror will be transferred to the banking institution referenced in Section 11.6.6 and will be examined, organized, and inventoried by representatives of VDOT, together with members of the Successful Offeror's staff who are knowledgeable in how the Proposal was prepared. This examination is to ensure that the EPDs are legible and complete. It will not include review of, and will not constitute approval of proposed construction methods,

- estimating assumptions, or interpretations of any RFP Documents or the Design-Build Contract. Examination will not alter any condition or term of the Design-Build Contract.
- .3 If all the documents required by this Section 11.6 have not been included in the original submittal, additional documentation may be submitted, at VDOT's discretion, prior to Award of Contract.
 - .4 If the Design-Build Contract is not awarded to the Successful Offeror, the EPDs of the next Offeror to be considered for award shall be processed as described above.
 - .5 Timely submission of complete EPDs is an essential element of the Successful Offeror's responsibility and a prerequisite to Award of Contract.
 - .6 If Successful Offeror's proposal is based upon subcontracting any part of the work, each subcontractor whose total subcontract price exceeds ten percent (10%) of the Total Proposal Price proposed by the Successful Offeror, shall provide separate Escrow Documents to be included with those of the Successful Offeror. Such documents shall be opened and examined in the same manner and at the same time as the examination described above for the Successful Offeror.
 - .7 If the Design-Builder wishes to subcontract any portion of the work after Award of Contract, VDOT retains the right to require the Design-Builder to submit Escrow Documents from the subcontractor before the subcontract is approved.

11.6.6 Storage

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

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

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

11.6.7 Examination

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

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

11.6.8 Final Disposition and Return of EPDs

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

11.6.9 Execution of Escrow Agreement

The Successful Offeror, as a condition of Award of Contract, agrees to execute the Escrow Agreement in the form set forth in Attachment 11.6.9.

11.7 Administrative Requirements

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

11.7.1 All Offerors and RFP submittals must comply with the law and nothing herein is intended to contradict, nor supersede, any applicable State and Federal laws and regulations. All Offerors shall be eligible at the time of their RFP submittal, under the law and relevant regulations, to offer and to provide all services proposed and related to the Project. Unless exempted by §§ 54.1-401, 54.1-402, or 54.1-402.1 of the *Code of Virginia*, any person, partnership, corporation, or other entity offering or practicing architecture, engineering, or land surveying shall be registered or licensed in accordance with the provision of *Chapter 4, Title 54.1 of the Code of Virginia*. Offerors shall satisfy at the time of their RFP submittal all commercial and professional registration requirements, including, but not limited to the requirements of the State Corporation Commission and the Department of Professional and Occupational Regulations.

11.7.2 In accordance with VA Code § 2.2-4311.1, the Successful Offeror will be required to certify that it does not, and to agree that it shall not, during the performance of the Design-Build Contract, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform

and Control Act of 1986. In addition, the Offeror's subcontractors (at all tiers) will be required to provide the same certification and agreement in their subcontract agreements.

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

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

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

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

11.7.7 The required services may involve the handling of Critical Infrastructure Information/Sensitive Security Information ("CII/SSI") material. Firm(s) handling CII/SSI material will be required to sign non-disclosure agreements. Individuals with the firm(s) that handle CII/SSI material will be required to sign non-disclosure agreements. Once negotiations have been completed and prior to executing a contract, personnel handling CII/SSI material, visiting Critical Infrastructure ("CI") facilities or performing bridge/tunnel inspections may be required to pass a fingerprint-based Criminal History Background Check ("CHBC"). An individual employee's failure to successfully pass the fingerprint-based CHBC will not negate the selection and Offerors will be allowed to replace those individuals. VDOT reserves the right to conduct fingerprint-based CHBC on all employees of the Design-Builder's team or on any proposed replacements during the term of the contract who will be involved in this ~~project~~Project. All costs associated with the fingerprint-based CHBC are the responsibility of the Design-Builder. A VDOT issued photo-identification badge is required for each employee of the Design-Builder's team who will need access to VDOT CI facilities or who will be performing bridge/tunnel inspections. Based upon the results of the fingerprint-based CHBC, VDOT reserves the right to deny issuance of a VDOT security clearance or a VDOT issued photo-identification badge.

CII/SSI material includes bridge inspection reports. Bridge inspection reports are not included in the Information Package and CII/SSI Non-Disclosure Agreements are not required to purchase the Information Package. Firms desiring to obtain a copy of the bridge inspection report must request a CII/SSI Non-Disclosure Agreement form using the contact information found on the Information Package Order form and return a signed copy for each individual with access to the report.

11.8 Compliance with the Law in Virginia

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

11.9 Requirement to Keep Team Intact

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

11.10 Attachments

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

- | | |
|-----------------------|--|
| ATTACHMENT 2.2.1 | -- FINDING OF PUBLIC INTEREST (FOPI) |
| ATTACHMENT 2.8.4 | -- RFP INFORMATION PACKAGE ORDER FORM |
| ATTACHMENT 3.56.1 | -- FORM C-78 (ACKNOWLEDGEMENT OF REVISIONS) |
| ATTACHMENT 4.1.2 | -- LETTER OF SUBMITTAL #1 CHECKLIST |
| ATTACHMENT 4.1.3 | -- LETTER OF SUBMITTAL #2 CHECKLIST |
| ATTACHMENT 4.3.1.4(a) | -- CERTIFICATION REGARDING DEBARMENT (PRIMARY COVERED TRANSACTIONS) |
| ATTACHMENT 4.3.1.4(b) | -- CERTIFICATION REGARDING DEBARMENT (LOWER TIER COVERED TRANSACTIONS) |
| ATTACHMENT 4.3.1.5(a) | -- LEAD CONTRACTOR WORK HISTORY FORM |
| ATTACHMENT 4.3.1.5(b) | -- LEAD DESIGNER WORK HISTORY FORM |

Addendum # 1 – November 18, 2011

- ATTACHMENT 4.3.1.6 -- KEY PERSONNEL RESUME FORM
- ATTACHMENT 4.5.1.1 -- ROADWAY CONCEPTUAL DESIGN CHECKLIST
- ATTACHMENT 4.5.1.2 -- BRIDGE CONCEPTUAL DESIGN CHECKLIST
- ATTACHMENT 4.6.1 -- PRICE PROPOSAL CHECKLIST
- ATTACHMENT 4.6.2 -- PRICE PROPOSAL FORM
- ATTACHMENT 4.6.4(a) -- FORM C-104 (BIDDER'S STATEMENT)
- ATTACHMENT 4.6.4(b) -- FORM C-105 (BIDDER'S CERTIFICATION)
- ATTACHMENT 4.6.5(a) -- ADJUSTMENT TO ASPHALT
- ATTACHMENT 4.6.5(b) -- ADJUSTMENT TO ASPHALT
- ATTACHMENT 4.6.5(c) -- ADJUSTMENT TO FUEL
- ATTACHMENT 4.6.5(d) -- ADJUSTMENT TO STEEL
- ATTACHMENT 4.6.6(a) -- FORM C-111 (MINIMUM DBE REQUIREMENTS)
- ATTACHMENT 4.6.6(b) -- FORM C-49 (DBE GOOD FAITH EFFORTS DOCUMENTATION)
- ATTACHMENT 4.6.6(c) -- FORM C-112 (CERTIFICATION OF BINDING AGREEMENT FORM)
- ATTACHMENT 9.3.1 -- PROPOSAL PAYMENT AGREEMENT
- ATTACHMENT 9.3.2 -- WAIVER OF PROPOSAL PAYMENT
- ATTACHMENT 11.6.1 -- ESCROW PROPOSAL DOCUMENTS CHECKLIST
- ATTACHMENT 11.6.9 -- ESCROW AGREEMENT FORM

END OF PART 1
INSTRUCTIONS FOR OFFERORS

ATTACHMENT 3.6.1

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION**

RFP NO. C00102419DB44

PROJECT NO.: 0029-002-844

ACKNOWLEDGEMENT OF RFP, REVISION AND/OR ADDENDA

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

By signing this Attachment 3.5.1, the Offeror acknowledges receipt of the RFP and/or following revisions and/or addenda to the RFP for the above designated project which were issued under cover letter(s) of the date(s) shown hereon:

1. Cover letter of September 27, 2011 – RFP
(Date)
2. Cover letter of November 18, 2011 – Addendum #1
(Date)
3. Cover letter of _____
(Date)
4. Cover letter of _____
(Date)
5. Cover letter of _____
(Date)

SIGNATURE

DATE

ATTACHMENT 9.3.1
PROPOSAL PAYMENT AGREEMENT

THIS PROPOSAL PAYMENT AGREEMENT (this “Agreement”) is made and entered into as of this ____ day of _____, 20__, by and between the Virginia Department of Transportation (“VDOT”), and _____ (“Offeror”).

WITNESSETH:

WHEREAS, Offeror is one of the entities who submitted Qualifications Submittals (Step 1) pursuant to VDOT’s **September 27, 2011** Request for Proposals (“RFP”) and was approved to submit proposals (Step 2) for the **Route 29/ Charlottesville Bypass Project, Project No. 0029-002-844** (“Project”), under a design-build contract with VDOT (“Design-Build Contract”); and

WHEREAS, as part of the procurement process for the Project, Offeror has already provided and/or furnished to VDOT, and may continue to provide and/or furnish to VDOT, certain intellectual property, materials, information and ideas, including, but not limited to, such matters that are: (a) conveyed verbally and in writing during proprietary meetings or interviews; and (b) contained in, related to or associated with Offeror’s proposal, including, but not limited to, written correspondence, designs, drawings, plans, exhibits, photographs, reports, printed material, tapes, electronic disks, or other graphic and visual aids (collectively “Offeror’s Intellectual Property”); and

WHEREAS, VDOT is willing to provide a payment to Offeror, subject to the express conditions stated in this Agreement, to obtain certain rights in Offeror’s Intellectual Property, provided that Offeror submits a proposal that VDOT determines to be responsive to the RFP (“Offeror’s Proposal”), and either (a) Offeror is not awarded the Design-Build Contract; or (b) VDOT cancels the procurement or decides not to award the Design-Build Contract to any Offeror; and

WHEREAS, Offeror wishes to receive the payment offered by VDOT, in exchange for granting VDOT the rights set forth in this Agreement.

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

1. VDOT's Rights in Offeror's Intellectual Property. Offeror hereby conveys to VDOT all rights, title and interest, free and clear of all liens, claims and encumbrances, in Offeror's Intellectual Property, which includes, without restriction or limitation, the right of VDOT, and anyone contracting with VDOT, to incorporate any ideas or information from Offeror's Intellectual Property into: (a) the Design-Build Contract and the Project; (b) any other contract awarded in reference to the Project; or (c) any subsequent procurement by VDOT. In receiving all rights, title and interest in Offeror's Intellectual Property, VDOT is deemed to own all intellectual property rights, copyrights, patents, trade secrets, trademarks, and service marks in Offeror's Intellectual Property, and Offeror agrees that it shall, at the request of VDOT, execute all papers and perform all other acts that may be necessary to ensure that VDOT's rights, title and interest in Offeror's Intellectual Property are protected. The rights conferred herein to VDOT include, without limitation, VDOT's ability to use Offeror's Intellectual Property without the obligation to notify or seek permission from Offeror.

2. Exclusions from Offeror's Intellectual Property. Notwithstanding Section 1 above, it is understood and agreed that Offeror's Intellectual Property is not intended to include, and Offeror does not convey any rights to, the Escrow Proposal Documents submitted by Offeror in accordance with the RFP.

3. Proposal Payment. VDOT agrees to pay Offeror the lump sum amount of **One Hundred Thousand and 00/100 Dollars (\$100,000.00)** ("Proposal Payment"), which payment constitutes payment in full to Offeror for the conveyance of Offeror's Intellectual Property to VDOT in accordance with this Agreement. Payment of the Proposal Payment is conditioned upon: (a) Offeror's Proposal being, in the sole discretion of VDOT, responsive to the RFP; (b) Offeror complying with all other terms and conditions of this Agreement; and (c) either (i) Offeror is not awarded the Design-Build Contract, or (ii) VDOT cancels the procurement or decides not to award the Design-Build Contract to any Offeror.

4. Payment Due Date. Subject to the conditions set forth in this Agreement, VDOT will make payment of the Proposal Payment to the Offeror within forty-five (45) days after the later of: (a) notice from VDOT that it has awarded the Design-Build Contract to another Offeror; or (b) notice from VDOT that the procurement for the Project has been cancelled and that there will be no Contract Award.

5. Effective Date of this Agreement. The rights and obligations of VDOT and Offeror under this Agreement, including VDOT's ownership rights in Offeror's Intellectual Property, vests upon the date that Offeror's Proposal is submitted to VDOT. Notwithstanding the above, if Offeror's Proposal is determined by VDOT, in its sole discretion, to be nonresponsive to the RFP, then Offeror is deemed to have waived its right to obtain the Proposal Payment, and VDOT shall have no obligations under this Agreement.

6. Indemnity. Subject to the limitation contained below, Offeror shall, at its own expense, indemnify, protect and hold harmless VDOT and its agents, directors, officers, employees, representatives and contractors from all claims, costs, expenses, liabilities, demands, or suits at law or equity (“Claims”) of, by or in favor of or awarded to any third party arising in whole or in part from: (a) the negligence or wilful misconduct of Offeror or any of its agents, officers, employees, representatives or subcontractors; or (b) breach of any of Offeror’s obligations under this Agreement, including its representation and warranty under Section 8 hereof. This indemnity shall not apply with respect to any Claims caused by or resulting from the sole negligence or wilful misconduct of VDOT, or its agents, directors, officers, employees, representatives or contractors.

7. Assignment. Offeror shall not assign this Agreement, without VDOT's prior written consent, which consent may be given or withheld in VDOT’s sole discretion. Any assignment of this Agreement without such consent shall be null and void.

8. Authority to Enter into this Agreement. By executing this Agreement, Offeror specifically represents and warrants that it has the authority to convey to VDOT all rights, title, and interest in Offeror’s Intellectual Property, including, but not limited to, those any rights that might have been vested in team members, subcontractors, consultants or anyone else who may have contributed to the development of Offeror’s Intellectual Property, free and clear of all liens, claims and encumbrances.

9. Miscellaneous.

a. Offeror and VDOT agree that Offeror, its team members, and their respective employees are not agents of VDOT as a result of this Agreement.

b. Any capitalized term used herein but not otherwise defined shall have the meanings set forth in the RFP.

c. This Agreement, together with the RFP, embodies the entire agreement of the parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein or in the RFP, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

d. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the Commonwealth of Virginia, validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provisions to be invalid.

e. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the day and year first above written.

VIRGINIA DEPARTMENT OF TRANSPORTATION

By: _____

Name: _____

Title: _____

[Insert Offeror's Name]

By: _____

Name: _____

Title: _____

ATTACHMENT 9.3.2
WAIVER OF PROPOSAL PAYMENT

THIS WAIVER OF PROPOSAL PAYMENT (“Waiver”) is executed this ____ day of _____, 20__ by _____ (“Offeror”).

WITNESSETH:

WHEREAS, Offeror is one of the entities who submitted Qualifications Submittal (Step 1), to the Virginia Department of Transportation (“VDOT”), pursuant to VDOT’s **September 27, 2011** Request for Proposals (“RFP”), and was approved to submit proposals (Step 2) for the **Route 29/ Charlottesville Bypass Project, Project No. 0029-002-844** (“Project”), under a design-build contract with VDOT (“Design-Build Contract”); and

WHEREAS, Offeror, as part of the procurement process for the Project, has already provided and/or furnished to VDOT, and may continue to provide and/or furnish to VDOT, certain intellectual property, materials, information and ideas, including, but not limited to, such that are: (a) conveyed verbally and in writing during proprietary meetings or interviews; and/or (b) contained in, related to or associated with Offeror’s proposal, including, but not limited to, written correspondence, designs, drawings, plans, exhibits, photographs, reports, printed material, tapes, electronic disks, or other graphic and visual aids (collectively “Offeror’s Intellectual Property”); and

WHEREAS, VDOT offered to provide a payment to Offeror (“Proposal Payment”), in accordance with the Proposal Payment Agreement attached to the RFP, to obtain certain rights in Offeror’s Intellectual Property; and

WHEREAS, Offeror has elected: (a) not to execute the Proposal Payment Agreement; and (b) to waive its rights to receive the Proposal Payment; and

WHEREAS, Offeror has expressed its election to waive its rights of receive the Proposal Payment by executing this Waiver and submitting this Waiver as part of Offeror’s Proposal.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and adequacy of which are acknowledged by Offeror, the undersigned, representing himself/herself as an authorized representative of Offeror, does hereby forever waive and release, on behalf of Offeror and any person or entity claiming by or through Offeror, any right to

receive a Proposal Payment, and furthermore waives and releases any other right that it may have to recover the costs associated in the development of Offeror's Intellectual Property.

[Insert Offeror's Name]

By: _____

Name: _____

Title: _____

TABLE OF CONTENTS

PART 2 – TECHNICAL INFORMATION & REQUIREMENTS

1.0	DESIGN-BUILDER’S SCOPE OF WORK	3
1.1	Project Description	3
1.2	Anticipated Scope of Work	3
1.3	Anticipated Design Services	3
1.4	Anticipated Environmental Services	4
1.5	Anticipated Utility Services	6
1.6	Anticipated Right-of-Way Services	6
1.7	Anticipated Construction Services	7
2.0	PROJECT TECHNICAL INFORMATION & REQUIREMENTS.....	7
2.1	Standards and Reference Documents	7
2.1.1	Standards, Specifications and Reference Documents	7
2.1.2	RFP Information Package	12
2.2	Status of Project Design Development	13
2.3	Commonwealth Transportation Board Resolutions.....	15
2.4	Environmental	18
2.4.1	Status of NEPA	18
2.4.2	Environmental Document	19
2.4.3	Section 4(f) Resources	22
2.4.4	Water Quality Permits	23
2.4.5	Threatened and Endangered Species.....	24
2.4.6	Cultural Resources	24
2.4.7	Hazardous Materials	25
2.4.8	Air Quality	30
2.4.9	Noise Mitigation	30
2.4.9.1	Permanent Noise Mitigation	30
2.4.9.2	Construction Noise Mitigation	32
2.4.10	Environmental Compliance	33
2.5	Roadway.....	33
2.5.1	Termini	36
2.5.2	Old Ivy Road.....	38
2.6	Structures.....	38
2.6.1	Structure Load Ratings	43
2.6.2	Shop Drawings.....	44
2.6.3	FHWA Bridge Construction Unit Cost Report	44
2.6.4	Safety and Acceptance Inspection for the Proposed Bridges.....	44
2.6.5	Railroad Crossing	45
2.7	Survey	50
2.8	Geotechnical Work.....	50
2.8.1	Minimum Pavement Sections	52
2.8.2	Geotechnical Requirements	54
2.8.2.1	Settlement	54
2.8.2.2	Structure Settlement.....	55
2.8.2.3	Bridge Foundations.....	56
2.8.2.4	Slope Stability	56
2.8.2.5	Embankments.....	57
2.8.2.6	Rock Cuts and Rock Excavation.....	57
2.9	Hydraulics	59

2.9.1	General.....	59
2.9.2	Hydrologic and Hydraulic Analysis (“H&HA”).....	59
2.9.3	Drainage.....	60
2.9.4	Post Construction Stormwater Management Plan and Erosion and Sediment Control Plan.....	61
2.9.5	Post Construction Stormwater Management Facilities	63
2.9.6	Other Drainage Requirements.....	63
2.10	Traffic Control Devices.....	64
2.10.1	Signs	64
2.10.2	Pavement Markings / Markers	65
2.10.3	Guardrail.....	65
2.10.4	Traffic Signals	65
2.11	Transportation Management Plan (TMP).....	68
2.11.1	Temporary Traffic Control Plans	69
2.11.2	Portable Changeable Message Signs.....	70
2.11.3	Transportation Operations Strategies.....	70
2.11.3.1	Incident Management.....	71
2.11.3.2	Traffic Cameras	71
2.12	Intelligent Transportation System	72
2.13	Right-of-Way	73
2.13.1	Proposed Right-of-Way and Limited Access Fencing.....	77
2.14	Railroads	77
2.15	Landscaping	78
2.16	Utilities.....	79
2.16.1	Dominion Virginia Power’s Electric Transmission Rights-of-Way	83
2.16.2	The City of Charlottesville Gas Line Relocation.....	85
2.17	Quality Assurance / Quality Control (QA/QC)	85
2.17.1	Design Management	85
2.17.2	Construction Management.....	87
2.17.3	Substantial Completion.....	89
2.18	Plan Preparation	89
2.18.1	Geopak and MicroStation	89
2.18.2	Software License Requirements	90
2.18.3	Drafting Standards	90
2.18.4	Electronic Files	90
2.18.5	Construction Plans	91
2.18.6	Record (As-Built) Plans.....	91
2.18.7	Plan Deliverables	92
2.19	Public Involvement Strategy	92
2.20	Monthly Progress Meetings.....	93
2.21	Virginia Occupational Safety and Health Standards	94
2.22	Attachments.....	95

PART 2

TECHNICAL INFORMATION & REQUIREMENTS

1.0 DESIGN-BUILDER'S SCOPE OF WORK

1.1 Project Description

The Project is located in Albemarle County, Virginia, and includes the construction of a new four-lane divided, limited access bypass to the west of existing Route 29. The purpose of the ~~project~~Project is to relieve congestion on existing Route 29 and to improve the movement of through traffic. The limits of the ~~project~~Project extend from Route 29/250 Bypass and the North Grounds of the University of Virginia on the south end to existing Route 29 north of the South Fork Rivanna River on the north end. The ~~project~~Project shall include: maintaining the following existing public crossing roads along the corridor: Barracks Road₂, Lambs Road₂, Roslyn Ridge Road₂, and Earlysville Road. ~~Modifications; modifications~~ to existing Route 29/250 Bypass at the southern terminus and existing Route 29 at the northern terminus, ~~necessary to implement the project, shall be included. Further; and~~ all modifications to crossings on Route 29/250 Bypass (i.e. Old Ivy Road, Ivy Road, CSXT Railroad) ~~shall be included.~~, as necessary to implement the Project. Access to the new highway will be provided through termini at both ends, with no intermediate public access points to crossroads or adjacent properties, except a private access point for the Rivanna River Water Authority's facilities. The proposed bypass is estimated to be 6.24 miles long.

1.2 Anticipated Scope of Work

The anticipated Scope of Work to be performed by the Design-Builder includes, but is not limited to: (a) Final design plans compliant with current VDOT-AASHTO standards; (b) verification of documents supplied as part of the RFP Information Package, such as previous environmental clearance documentation; (c) remaining right-of-way acquisition services for the Project limits (d) applying for and obtaining construction permits and approvals as required as the Permittee, and fulfilling permit conditions; (e) construction of the Project; (f) quality assurance and quality control for design and construction; (g) utility coordination and utility relocation design; and (h) overall Project Management. Brief descriptions of this anticipated work are set forth below:

1.3 Anticipated Design Services

Design services shall include, but are not limited to: preparation of a final design traffic study, production of final design plans, survey, design of roadways, ~~interchange~~bridges and ramps, Intelligent Transportation Systems, drainage structures, storm water management facilities, traffic control devices (e.g. signs, signals, pavement markings, guardrail, and marker plans), maintenance of traffic plans, ~~landscaping design,~~ drainage design, utility relocation design, ~~lighting~~, verification of the geotechnical data provided by VDOT, geotechnical investigation, borings and analysis, materials analysis, hydraulic and hydrologic analysis, pavement design, and final noise abatement

determination and design. The Route 29 Bypass mainline design criteria has been revised to reflect current VDOT standards and policy and to utilize Imperial units. Thus, a substantial design effort is needed to fulfill VDOT requirements for Final Right-of-Way Plans and Final Construction Plans. Design services shall also include coordination with representatives from VDOT.

The Design-Builder shall prepare the final design to accommodate a future extension of Berkmar Drive, as generally presented on Exhibit B named Berkmar Drive Future Transportation Network located in the RFP Information Package. During final design development, the Design-Builder shall provide three (3) alternatives to conceptual level, for the future extension of Berkmar Drive.

The Design-Builder shall develop Preliminary Design-Build Plans, Final Right-of-Way Plans (for the northern and southern termini) and Final Construction Plans for mainline, the northern terminus, and the southern terminus to stay within the limits of existing and proposed R/W as presented on Exhibit A, as prepared by Parsons Brinckerhoff, dated September 23, 2011. The Design-Builder shall provide Final Right-of-Way Plans and plats for any necessary modifications to Leonard Sandridge Road.

The Design-Builder will be responsible for obtaining detailed survey and mapping necessary for Project final design in Imperial units and in MicroStation CAD platform in accordance with the current VDOT Survey Manual. The Design-Builder will be responsible for any conversion necessary for the right-of-way points for referencing into the imperial plans and for staking the metric right-of-way and easements on the ground.

The Design-Builder's Scope of Work shall include a Project Geotechnical Engineering Report in accordance with VDOT Manual of Instructions for Geotechnical Design, to meet the specific needs of their particular design. Any design and subsurface information provided by VDOT is provided FOR INFORMATION ONLY and must be validated, then augmented and certified by the Design Manager as necessary to provide the final design.

The ~~RFP~~ Supplemental Information Package includes a Project Goals Memo summarizing design development goals during preparation of existing project plans. The Design-Builder shall consider these goals during final design development.

Given the above disclaimers, the Design-Builder shall have no right to seek or obtain an adjustment in the Contract Price, Contract Time(s) or any other relief under the Contract for any claim that is based upon documents supplied in the Supplemental Information Package.

1.4 Anticipated Environmental Services

Environmental services shall address all items necessary for complying with the commitments identified in the May 11, 1990 Draft EIS, January 20, 1993 Final EIS and April 8, 1993 ROD; the November 4, 1994 EA and July 6, 1995 FONSI; the March 13, 2000 Reevaluation, Final Section 4(f)

Evaluation and Revised ROD approved by FHWA; the January 29, 2002 Draft SEIS, the May 29, 2003 Final EIS and September 22, 2003 ROD. The Design Builder shall acquire all water quality permits for the Project in the Design-Builder's name (i.e. the Design-Builder will be the "Permittee") and shall provide for any necessary stream and/or wetland compensation required by permits to accomplish the work. The Design-Builder shall provide permanent noise mitigation in compliance with the Virginia State Noise Abatement Policy and the Highway Traffic Noise Impact Analysis Guidance Manual. The Design-Builder shall undertake Data Recovery of two archaeological sites: 44AB428 and 44AB430 consistent with the Data Recovery plan outlined in the January 29, 2002 Draft SEIS.

VDOT and FHWA will revisit NEPA to establish whether the Environmental Impact Statement remains valid. This NEPA related work is expected to be completed ~~in September~~ by October 2012. VDOT intends to hold a public meeting regarding NEPA related work in early 2012, with FHWA approval of the NEPA related work anticipated by September 2012. The Design-Builder will comply with all environmental commitments during design and construction as identified in all previous NEPA decision documents. This includes any NEPA related work currently being prepared for the project, as well as the Document Re-evaluation for Right-of-Way Authorization, Document Re-evaluation for Plans, Specifications and Estimates Authorization and Environmental Certification/Commitments Checklist. Additional detail is provided under Section 2.4 Environmental.

The Design-Builder shall obtain all necessary environmental clearances and/or construction permits required to accomplish the work as noted in the General Conditions of the Contract, Section 2.3. The Design-Builder will be the Permittee. The Design-Builder shall be responsible for performing necessary design and field investigations required to support acquisition of necessary water quality permits through the appropriate regulatory agencies. Specifically, the Design-Builder shall prepare a Jurisdictional Determination for wetlands and waters of the U.S. located within the Project limits, and address required mitigation of wetlands and stream impacts to meet water quality permit requirements.

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

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

The Design-Builder shall be responsible for fulfillment of conditions and commitments throughout design and construction, as described in Section 2 of Part 2 of this RFP. Offerors should note that the Design-Builder will be solely responsible for any schedule delays and associated costs as described in Section 2 of Part 2 of this RFP due to deviations from these clearances; no time extensions will be granted.

1.5 Anticipated Utility Services

Services for utility relocations, adjustments and coordination shall include all work necessary to perform the relocations, adjustments and coordination of utilities, including the acquisition of utility easements as required by the Project. The Design-Builder shall design around and/or relocate affected utilities within non-limited access right-of-way, unless otherwise approved by VDOT. The Design-Builder is solely responsible for any schedule delays due to utility relocation associated with the Design-Builder's design and no time extensions will be granted. All costs for utility relocations, excluding betterments, shall be included in the Design-Builder's lump sum bid. Utility betterments requested by utility owners shall not be included in the lump sum bid, but shall be reimbursed to the Design-Builder through a separate agreement with the requesting utility owner. The Design-Builder shall contact each utility owner prior to submitting bids to determine the scope of each utility owner's relocation.

1.6 Anticipated Right-of-Way Services

Most real property interests, including rights-of-way and all easements both temporary and permanent, for the Project limits south of the South Fork of the Rivanna River, as depicted on Exhibit A (included in the RFP Information Package), have been secured by VDOT. Exceptions to current ownership in that area are: the state property portion of the University of Virginia (Rectors) property located adjacent to existing Route 29/250, and parcels 015/025, 024, 041, 042, 100/102 & 145/147.

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

Design-Builder's proposed design shall not exceed the proposed right-of-way limits indicated on Exhibit A.

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

1.7 Anticipated Construction Services

Construction services are anticipated to include, but not be limited to, roadway and structures, traffic signals, overhead and ground signage, Intelligent Transportation Systems, Temporary Traffic Control, guardrail, stormwater management facilities, **landscaping**, all necessary earthwork, drainage, monumentation of right-of-way, erosion and sediment control and sound barrier walls if required, and compliance with all environmental requirements, commitments and permit conditions, as described in Section 2 of Part 2 of this RFP. The Design-Builder shall also provide construction engineering inspection and management, surveying, quality assurance and quality control, including plant quality assurance inspection and testing, but excluding items listed under Section 2.17.2 of Part 2 of this RFP.

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

2.0 PROJECT TECHNICAL INFORMATION & REQUIREMENTS

2.1 Standards and Reference Documents

2.1.1 Standards, Specifications and Reference Documents

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

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

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

- VDOT QA/QC Requirements for Design-Build and PPTA Projects, August 2008
- VDOT 2006 Traffic Engineering Design Manual
- VDOT Right-of-Way Manual of Instructions, January 2011
- VDOT Utility Manual, January 2011
- VDOT 2010 Current Land Use Permit Manual
- VDOT Policy Manual for Public Participation in Transportation Projects (updated July 2009)
- VDOT Instructional & Information Memorandums (“I&IM”) All Divisions
- VDOT Road and Bridge Standards, Vol. 1 and Vol. 2 (2008) including all revisions through August 2010
- VDOT Road and Bridge Specifications, 2007, including all revisions
- VDOT Manual of Structure and Bridge Division, Vol. V
- VDOT Manual of Instructions for Geotechnical Design (“MOI”) – Chapter 3 – June 2011
- VDOT Guardrail Installation Training Manual (“GRIT”) May 2011
- VDOT Road Design Manual, Vol. I
- VDOT Guidelines for 1993 AASHTO Pavement Design, Revised – May 2003
- VDOT Survey Manual (2010 Edition)
- VDOT Manual of Instruction for Material Division
- VDOT 2011 Virginia Work Area Protection Manual
- VDOT Construction Manual, 2005
- VDOT Post Construction Manual, May 2011
- VDOT Construction Inspection Manual, April 2008
- VDOT Traffic Engineering Division Memoranda
- VDOT Active Construction Directive Memorandum
- VDOT Design-Build Template Part 3, 4 and 5 Documents, May 2010
- VDOT Policy for Integrating Bicycle and Pedestrian Accommodations
- VDOT Asbestos Inspection Procedures, May 14, 2004
- VDOT Asbestos Project Monitoring and Clearance Air Monitoring Procedures, May 14, 2004
- AASHTO “Green Book”, 2004
- AASHTO A Policy on Geometric Design of Highways and Streets, 2004
- AASHTO A Policy on Design Standards Interstate System, January 2005
- AASHTO Roadside Design Guide, Third Edition, 2006 (updated Chapter 6)
- AASHTO Standard Specifications for the Design of Highway Bridges 2002 Interim Specifications and VDOT Modifications.
- AASHTO Guide Specifications for Seismic Isolation Design, Second Edition, with 2000 Interim Revisions
- AASHTO Minimum Requirements for Design level Geotechnical Investigations, 2004
- AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaries, and Traffic Signals, Fifth Edition 2009
- AASHTO LRFD Bridge Design Specifications, Fifth Edition, and 2010 Interim Specification; and VDOT Modifications
- AASHTO Manual of Bridge Evaluation, 2008

- 23CFR650 Subpart C – National Bridge Inspection Standards (“NBIS”), Subsection 650.301 or the latest revision(s)
- AASHTO Guide for Design of Pavement Structures (Rigid Pavement and Flexible Pavement) (1993 Edition)
- AASHTO Guide for Protective Screening of Overpass Structures, Second Edition 1990
- AASHTO Guide Design Specifications for Bridge Temporary Works, First Edition 1995, 2008 Interim
- AASHTO Construction Handbook for Bridge Temporary Works, First Edition 1995, 2008 Interim
- AASHTO Guide for the Development of Bicycle Facilities, 3rd Edition, 1999
- AASHTO Guide for the Planning, Design, and Operation of Pedestrian Facilities, 2004
- USDOT FHWA Standard Highway Signs, 2004
- Bridge Welding Code: AASHTO/AWS-D1.5M/D1.5:2008, with 2009 AASHTO Interim
- National Electric Code (“NEC”)
- Manual of Uniform Traffic Control Devices (“MUTCD”), 2009
- Virginia Supplement to MUTCD (2011)
- DCR Virginia Stormwater Management Handbook, First Edition 1999
- DCR Virginia Erosion and Sediment Control Handbook, Third Edition 1992
- American Water Works Associations Standards
- Americans with Disabilities Act Accessibility Guidelines for State and Local Government Facilities
- Transportation Research Board Highway Capacity Manual, Third Edition, 2000
- Duncan, J.M. (April 2000) Factors Of Safety And Reliability In Geotechnical Engineering, Journal of Geotechnical and Geoenvironmental Engineering, ASCE, Discussions and Closure August 2001
- Special Provision for Railway-Highway (1/14/2008)
- Special Provision Copied Note for Section 211 for Surface and Intermediate Courses using RAP (9/24/07, reissued July 2008)
- Special Provision for Section 301 – Clearing and Grubbing (11/15/2006)
- Special Provision for Section 305 – Stabilized and Paved Shoulder Overlay (12/2/2009)
- Special Provision for Density Control of Embankments (11/26/2006)
- Special Provision for Low Permeability Concretes For Design-Build Projects (9/6/2009)
- Special Provision for Hydraulic Cement Concrete Operations for Massive Construction (9/14/2004)
- Special Provision for Reflective Crack Retardant Material (6/9/1998)
- Approved Retaining Wall Systems List (Included in the RFP Information Package) (2/25/2011)
- Special Provision for Sound Barrier Walls (9/26/2006)
- Special Provision for Retained Earth Walls (4/30/2002)
- Special Provision for Stabilized Earth Walls (4/19/2007)
- Special Provision for MSE Walls (Modular Cantilever Facing) (12/10/2009)

- Special Provision for Mechanically Stabilized Earth Walls (Segmental Block Facing) – revised December 10, 2009
- Guidelines for Preparation of Alternate Retaining Wall Plans (3/6/2008)
- Special Provision for MSE General Notes (4/10/2009)
- Special Provision for Mechanically Stabilized Earth Walls (Segmental Block Facing) – revised December 10, 2009
- Special Provision for ISOGRID Retaining Walls (4/30/2002)
- Special Provision for T-Wall Retaining Wall System (12/10/2009)
- Special Provision for Drilled Shafts (11/18/2009)
- Special Provision for Wave Equation Analysis for LRFD (11/10/2009)
- Special Provision for Dynamic Pile Testing for Friction Piles for LRFD (12/10/2009)
- Special Provision for Dynamic Pile Testing for End Bearing Piles for LRFD (12/10/2009)
- Special Provision for Powder Coating (8/14/2009)
- Special Provision for Architectural Stone Treatment (2/15/2010)
- Special Provision for Micropiles (1/20/2010)
- Special Provision for Structure Demolition (1/7/2010)
- Special Provision for Corrosion Resistant Reinforcing Steel (11/19/2009)
- Special Provision for Elastic Inclusion (11/24/2009)
- Supplemental Specification for Section 405 (SS40501-0609) – Prestressed Concrete (8/7/2008)
- Supplemental Specification for Section 407 (SS40701-0310) – Steel Structures (1/25/2010)
- Supplemental Specification for Section 412 (SS41201-609) – Widening, Repairing and Reconstructing Existing Structures (8/5/2008)
- Supplemental Specification Section 413 (SS41301-609) – Dismantling and Removing Existing Structures or Removing Portions of Existing Structures (8/5/2008)
- Supplemental Specification for Section 211 – Asphalt Concrete (12/15/2009)
- Supplemental Specification for Section 212 – Joint Materials (1/17/2008)
- Supplemental Specification for Section 214 - Hydraulic Cement (1/28/2008)
- Supplemental Specification for Section 215 – Hydraulic Cement Concrete Admixtures (1/28/2008)
- Supplemental Specification for Section 217 – Hydraulic Cement Concrete (4/12/2010)
- Special Provision for Surface Preparation and Restoration Prior to Plant Mix Overlay (7/1/2010)
- Special Provision for Section 302.03 (g) - Flowable Backfill (7/30/08 – Reissued November 2009)
- Special Provision for Planning Asphalt Concrete Pavement (November 2009)
- Special Provision for Design-Build Tracking (DBT) Numbers (2/8/2008)
- Supplemental Specification for Section 315 - Asphalt Concrete Pavement (12/12/2009)
- Special Provision for Lime Modification of Soils (11/23/2009)
- Supplemental Specification for Lime Stabilization (10/2/2008)
- Supplemental Specification for Section 315 – Asphalt Concrete Pavement (12/7/2009)

- Special Provision Copied Note for Section 248 for Surface and Intermediate Mixes using RAP (1/14/2008)
- Special Provision Copied Note for Section 211 - Warm Mix Asphalt (12 /7/2009)
- Special Provision Copied Note for Section 315 - Warm Mix Asphalt Pavement (12/7/2009)
- Special Provision for Nontracking Tack Coat (12/5/2010)
- Special Provision for Minimum Requirements for QA & QC for Design-Build and PPTA Projects, dated January 25, 2010
- Project Communication and Decision Making for Design-Build Projects, dated August 2009
- Supplemental Specification Section 522 – Partnering for Design-Build Projects, dated December 2, 2009
- Special Provision for Section 703 Traffic Signals (1/6/2009)
- Special Provision for Section 704 Type B, Class VI Pavement Line Marking (12/11/2009)
- Special Provision for Signal Poles (Mast Arm Poles) (12/2/2009)
- Special Provision for Uninterruptible Power Supply (12/2/2009)
- Special Provision for Spread – Spectrum Radio Equipment (12/2/2009)
- Supplemental Specification for Section 238 – Electrical and Signals Components (12/2/2009)
- Supplemental Specification for Section 512 – Maintaining Traffic (12/2/2009)
- Special Provision Copied Note for Personnel Requirements for Work Zone Traffic Control (12/2/2009)
- Special Provision for Inspection of Structures for Asbestos Containing Materials (“ACM”) on Design-Build Projects (6/22/2009)
- Special Provision for Asbestos Removal and NESHAP-Related Demolition Requirements for Structures on Design-Build Projects (6/22/2009)
- SPCN for Demolition Notification for Structures not Requiring Asbestos Removal (6/25/2009)
- Supplemental Specification for Traffic Signs (12/4/2009)
- Special Provision for Emergency Preemption Equipment (12/2/2009)
- Special Provision for Video Detection (12/2/2009)
- Special Provision for Electrical and Signal Components (3/4/2008)
- Special Provision for Section 700 – General (12/4/2009)
- Special Provision for Section 701 – Traffic Signs (12/4/2009)
- Special Provision for Delineators (12/4/2009)
- Special Provision for Pavement Markings and Markers (12/4/2009)
- Special Provision for Lighting Systems (12/4/2009)
- Supplemental Specification for Section 700 – General (12/4/2009)
- Special Provision for Work Zone Traffic Control Management (11/2009)
- Supplemental Specification for Section 703 Traffic Signals (12/2/2009)
- Memo for Guidance for Planting in the Clear Zone and Landscaping for VDOT Projects (11/2/2000)
- Guidelines for Context Sensitive Solutions/Design (2/25/2004)
- FHWA 23 CFR 752 Landscaping and Roadside Development

- [Guidelines for Planting along Virginia’s Roadways \(March 2007\)](#)
- FHWA Order Number 6640.1A, “FHWA Policy on Permissible Project Related Activities During the NEPA Process,” dated October 1, 2010
- [City of Charlottesville Gas Distribution System Standard Specifications and Details](#)

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

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

2.1.2 RFP Information Package

An RFP Information Package CD-ROM is available for the purchase as indicated in RFP Part 1, Section 2.8.4. The RFP Information Package includes the following:

- Special Provisions List, Special Provision Copied Notes and Supplemental Specifications
- Draft Environmental Impact Statement (DEIS), dated May 11, 1990
- Final Environmental Impact Statement (FEIS), dated January 20, 1993
- Record of Decision (ROD), dated April 8, 1993
- Environmental Assessment (EA), dated November 4, 1994
- Finding of No Significant Impact (FONSI), dated July 6, 1995
- Reevaluation Environmental Impacts and Previous Environmental, dated March 13, 2000
- Final Section 4(f) Evaluation, dated March 13, 2000
- Revised Record of Decision, dated March 13, 2000
- Draft Supplemental Environmental Impact Statement (DSEIS), dated January 29, 2002
- Final Supplemental Environmental Impact Statement (FSEIS), dated May 29, 2003
- Record of Decision, dated September 22, 2003
- Right of Way Reevaluation (“RW”), dated December 18, 2002
- Document Re-evaluation for Plans, Specifications and Estimates (“PS&E”) Authorization, dated September 13, 2011
- Environmental Certification/Commitments Checklist dated September 13, 2011
- The Falcon System Access Security Agreement: Form LD-443

- Section 106 Evaluation and 1992 MOA
- Archaeological Data Recovery
- State Noise Abatement Policy, dated July 13, 2011
- Highway Traffic Noise Impact Analysis Guidance Manual, dated July 13, 2011
- Appendix D of the final SEIS: Selection of Final Mitigation Measures
- Final Section 4 (f) Evaluation figure depicting Public Schools, Public Parks and Recreation Areas
- Final Section 4(f) Evaluation figure depicting Historic Properties
- Final Section 4(f) Evaluation figure depicting Measure to Minimize Harm to the Albemarle County School Complex
- Section J. Measures to Minimize Harm from the Final Section 4(f) Evaluation
- Preliminary Site Assessment Report Route 29 Bypass (Proposed), March 1998
- Subsurface Investigations Report Proposed Route 29 Properties, July 1998
- Subsurface Investigations Faulconer Construction Property (Northern Section), April 1999
- CTB Resolution, dated October 15, 1987
- gINT Files for original subsurface investigations
- Exhibit A – Right of Way and Project Limit Corridor Map, dated September 23, 2011
- Exhibit B – Berkmar Drive Future Transportation Network
- ~~Rt. 29 DB Checklist Excel File 2011~~ (not applicable refer to Part 1 Attachment 4.5.1.1 and Part 1 Attachment 4.5.1.2)
- Building Data Report, dated September 14, 2011
- Approved Retaining Wall Systems List
- 1998 Final Survey Mapping by RSA
- Digital Orthographic Photography dated 2009
- Attachment A – LRFD Foundation Criteria
- Attachment B – AASHTO Agenda Item
- Route 29 Bypass Plans – Sheet Nos. 13 & 14
- [Final Report Survey of the Freshwater Mussel Fauna at the Proposed U.S. Route 29 Bypass Crossing of Ivy Creek and 14 Unnamed Tributaries, Albemarle County, VA](#)

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

2.2 Status of Project Design Development

NOTE: ALL INFORMATION PROVIDED IN THIS SECTION IS FOR INFORMATION ONLY

The Route 29 Roadway Plans, prepared by Parsons Brinckerhoff, dated September 9, 1997 with right-of-way revisions through May 16, 2001 are included in the Supplemental Information

Package and provided upon request. Said Plans depict the basic alignment of the Project, original interchange layout and geometrics, pavement design, tie-ins to existing roadways, the general location of utilities, drainage design, location of proposed stormwater management ponds, and the proposed right-of-way limits.

A Technical Memorandum on interchange design alternatives is ~~currently being developed and will be released with an Addendum to this RFP~~included in the Supplemental Information Package.

The Supplemental Information Package, which is not deemed a component of the RFP, contains several documents that are solely for the information of the Offeror, which each Offeror may use at their own risk and as they deem appropriate. The Department does not represent or warrant that the information contained in the Supplemental Information Package is reliable or accurate, or suitable for designing the Project. In fact, the Department is aware of multiple inaccuracies and inadequacies in the components of the package, and that the details contained therein are incomplete, not cohesive, and do not fully represent the Project.

Original survey base mapping, in MicroStation format and metric units, as prepared by Rouse-Sirine Associates, Ltd. and dated December 1998, as well as the Digital Orthographic Photography provided by Virginia Geographic Information Network, dated 2009, are included in the RFP Information ~~Packet~~Package, and are not sufficient for Project final design. The original project survey data used to develop the existing plans was in Metric units using the MicroStation CAD drafting package platform, based on aerial photography obtained in May 1996 and final mapping dated December 1998. All right-of-way and easements owned by VDOT were acquired using metric unit plans. The areas acquired are recorded in the land acquisition records on a metric alignment and metric plus and offset distance references.

The original plans were developed by Parsons Brinckerhoff in Metric units using the Interactive Graphics Roadway Design System (IGrds), Computer Aided Civil Engineering (CAiCE) software, and the MicroStation CAD drafting package platform. The 1997 plan set includes, among other things: a Right-of-Way data sheet, Plan and Profile Sheets, Alignment Layout Sheets, Drainage Description Sheets, and locations of proposed Stormwater Management Facilities. The Design-Builder will have the obligation under the Contract to develop all plans required for VDOT review and approval and as necessary for Project construction, as these interface directly with its means and methods of performance.

Final Construction Plans dated October 2003, prepared by Parsons Brinckerhoff, for the interim construction of Leonard Sandridge Road (formerly known as the North Grounds Connector) are included in the Supplemental Information Package. The current Leonard Sandridge Road connects US Route 250 Bypass to Massie Road located in the North Grounds of the University of Virginia. The connector road was designed and constructed as an urban local street system with a design criterion of GS-8 and a design speed of 25 mph. There are two lanes 12 feet wide with six foot wide paved shoulders to incorporate an extra lane during university special events, using

temporary cones for channelization. Seven foot shoulders are used in guardrail sections. The curb and gutter sections used are CG-6 with GR-2 guardrail. The alignment of the roadway was designed to be curvilinear, following the contours of the corridor where possible, to minimize land disturbance.

Given the above disclaimers, the Design-Builder shall have no right to seek or obtain an adjustment in the Contract Price, Contract Time(s) or any other relief under the Contract for any claim that is based upon documents supplied in the Supplemental Information Package.

2.3 Commonwealth Transportation Board Resolutions

CTB Resolutions with explicit direction related specifically to the Route 29 Bypass Project are included in the RFP Information Package. The following direction from the resolutions shall be considered and implemented during final design and construction:

CTB Resolution Dated March 16, 1995

1. *Modifications to the Northern and Southern Terminus as presented at the February 13, 1995, Location Public Hearing, be approved as presented.* If the Design-Builder proposes a modification to the northern and southern termini, such modifications shall be reviewed by the Department and approved by the Chief Engineer in accordance with existing VDOT policy for design approval.
2. *As final design proceeds, that staff be instructed to consider the design presented by the Canterbury Hills Association to minimize impacts and that a complete traffic analysis be conducted to determine ~~if~~ the proposed at-grade intersection of the Northern Terminus will function adequately or will a grade-separated interchange be required.* Any proposed layouts of the northern terminus shall comply with the Design Criteria and traffic Level of Service (LOS) requirements noted within this RFP.

CTB Resolution Dated April 17, 1997

1. *Modifications in the final design phase to modify the interchange at the northern termini to eliminate impacts to the Brook Hill property, which is likely eligible for listing in the National Register of Historic Places.* The proposed R/W lines presented on Exhibit A (based on the project plans included in the RFP-Supplemental Information Package) address this issue.
2. *Modification in the final design phase to reduce the Hydraulic Road bridge to reflect a two lane design.* (Please note ‘Hydraulic Road’ is now known as Earlysville Road.) Proposed final design for Earlysville Road bridge shall comply with this requirement.
3. *Approval of the selection of the “Central Design Alternative” that shifts the Stillhouse Mountain alignment out of the mountainside.* The proposed R/W lines presented on Exhibit

- A (based on the project plans included in the ~~RFP~~-Supplemental Information Package) address this issue.
4. *A shift of the alignment of Lambs Road to the east to lessen impact to the west side of the proposed roadway in the final design phase.* The proposed R/W lines presented on Exhibit A (based on the project plans included in the ~~RFP~~-Supplemental Information Package) address this issue.
 5. *An evaluation of ramp “D” on the south end of the project to see if the existing south bound Route 29 bypass can be utilized in lieu of constructing a whole new ramp “D”.* Such an evaluation was performed during development of the project plans included in the Supplemental Information Package. The proposed R/W lines presented on Exhibit A (based on the project plans included in the ~~RFP~~-Supplemental Information Package) address this issue.
 6. *Modifications to the North Grounds Connector road, which shall be no wider than 33’-0” curb to curb, and its right of way no wider than would be appropriate for a roadway of that width.* The University of Virginia was responsible for the design and construction of Leonard Sandridge Road (formerly known as the North Grounds Connector) in the 2003-2006 timeframe. Additional information on this facility is provided in the ~~RFP~~-Supplemental Information Package. No additional right of way was conveyed to ~~the~~ VDOT as part of this university developed project.
 7. *The northbound access ramps “E” and “F” to the Route 250 Bypass revised to be relocated northward as close as is physically possible to the new alignment of the Route 250 Bypass, i.e., as far distant as is possible from the new Darden School of Business and Law School.* The proposed R/W lines presented on Exhibit A (based on the project plans included in the ~~RFP~~-Supplemental Information Package) address this issue.
 8. *Every possible aesthetic measure taken to preserve and enhance the University’s considerable investment in the setting and appearance of its new Darden School of Business and the Law School, including visual buffering using plant materials of appropriate size and scale, and density of coverage, as well as acoustic buffering using sound walls faced with materials compatible with those historically in use at the University. In addition, any stormwater detention ponds which may be required in the vicinity of the University as a result of the new Bypass or the North Grounds Connector road shall be designed in conformance with the principles of the University’s Water Resources Management Plan.* The final design shall comply with the above. Further, current University requirements with respect to aesthetic treatments, buffering, and stormwater detention facilities shall be followed with respect to proposed modifications to Leonard Sandridge Road (formerly the North Grounds Connector).
 9. *Concurrence from the Board of Visitors, of the University of Virginia, with the proposed design modifications on or before July 15, 1997.* Any right of way acquisition of University

of Virginia property necessary to construct the project shall be subject to the approval of the Board of Visitors of the University of Virginia. Further, modifications and connections to Leonard Sandridge Road necessary to construct the project shall be subject to the approval of the Board of Visitors of the University of Virginia.

10. *That in the interest of public safety, pedestrians, persons riding bicycles or mopeds, horsedrawn vehicles, self-propelled machinery or equipment, and animals lead, ridden or driven on the hoof be prohibited from using this highway. The final design shall comply with the above, including specific project signage noting such restrictions.*
11. *The Route 29 Bypass be designated as a Limited Access Highway from 1.12km (0.7 mile) north of Route 29/250 interchange and 0.9km (0.5 mile) north of Rivanna River as designated on the public hearing plans and in accordance with the statutes of Virginia and in accordance with the Commonwealth Transportation Board Policies. The final design shall comply with the above. The limits of Limited Access to be acquired in accordance with VDOT Road Design Manual.*
12. *In accordance with Article 4, Chapter 1, Title 33.1, Section 33.1-24 of the 1950 Code of Virginia and State Highway and Transportation Board Policy, the herein approved 10.04km (6.24 mile) segment of the Route 29 bypass be added to the Primary System of Highways and designated Virginia Route 29 Bypass. The final design shall comply with the above.*

CTB Resolution Dated January 15, 1998

1. *Based on a request from the University of Virginia, the Commonwealth Transportation Board rescinds the following from the April 17, 1997 approval: Modification to the North Grounds Connector road, which shall be no wider than 33'-0" curb to curb, and its right of way no wider than would be appropriate for a roadway of that width. The North Grounds Connector should be designed as presented at the public hearing as a four-lane, divided roadway with appropriate consideration as to noise abatement and with heavy landscaping on its margins and median giving the appearance of a well landscaped urban street. The University of Virginia was responsible for the design and construction of Leonard Sandridge Road (formerly known as the North Grounds Connector) in the 2003-2006 timeframe. Additional information on this facility is provided in the ~~RFP~~ Supplemental Information Package. The Design-Builder shall prepare final design plans to minimize impacts to the existing Leonard Sandridge Road, with modifications to such subject to the approval of the University of Virginia.*

The Commonwealth Transportation Board (CTB) has provided specific direction throughout the project design development. The following CTB resolutions are included in the ~~RFP~~ Supplemental Information Package, for information only:

- CTB Resolution dated November 15, 1990

- CTB Resolution dated December 19, 1991
- CTB Resolution dated January 16, 1992
- CTB Resolution dated February 16, 1995

Specific direction from the CTB provided with the resolutions noted above is either irrelevant to the specific Route 29 Bypass project or has been rescinded in the CTB resolution of March 3, 1995.

2.4 Environmental

Design-Builder shall address all items necessary for complying with the commitments identified in the May 11, 1990 Draft EIS, January 20, 1993 Final EIS and April 8, 1993 ROD; the November 4, 1994 EA and July 6, 1995 FONSI; the March 13, 2000 Reevaluation, Final Section 4(f) Evaluation and Revised ROD approved by FHWA; the January 29, 2002 Draft SEIS, the May 29, 2003 Final EIS and September 22, 2003 ROD; The Commonwealth Transportation Board (CTB); the acquisition of water quality permits for the Project in the Design-Builder's name (i.e. the Design-Builder will be the "Permittee").

In the event of a discrepancy between VDOT and the NEPA commitments or conditions of approval, the NEPA commitments or conditions of approval shall take precedence.

2.4.1 Status of NEPA

In accordance with the requirements of the National Environmental Policy Act ("NEPA") and in cooperation with FHWA, a Draft Environmental Impact Statement (DEIS) was approved by FHWA on May 11, 1990, a Final Environmental Impact Statement (FEIS) was approved by FHWA on January 20, 1993 and a Record of Decision (ROD) was issued by FHWA on April 8, 1993. An Environmental Assessment (EA) was approved by FHWA on November 4, 1994 and a Finding of No Significant Impact (FONSI) was issued by FHWA on July 6, 1995. A Reevaluation and Final Section 4(f) Evaluation was approved by FHWA on March 13, 2000. A Revised ROD was issued by FHWA on March 13, 2000. A Draft Supplemental Environmental Impact Statement (DSEIS) was approved by FHWA on January 29, 2002, a Final Supplemental Environmental Impact Statement (FSEIS) was approved by FHWA on May 29, 2003, and a ROD was issued by FHWA on September 22, 2003. These documents are included in the RFP Information Package.

VDOT and FHWA will revisit NEPA to establish whether the Environmental Impact Statement remains valid. This NEPA related work is expected to be completed ~~in September~~ by October 2012. As a result, this work might not be completed prior to the award of the Design-Build Contract; therefore, VDOT will be using a Notice To Proceed in two phases. Since Federal regulations limit the amount and type of work that can be performed prior to the completion of the NEPA process, the Offerors shall be familiar with the regulations, ~~limits~~, and shall comply with the intent of the law. Work that is authorized in the first phase Notice to Proceed (NTP # 1) will focus on preliminary design activities in accordance with Title 23 CFR 636.109 and Appendix A, FHWA Order Number 6640.1A, "FHWA Policy on Permissible Project Related Activities During the NEPA

Process,” dated October 1, 2010. In addition, Right of Way purchase and utility relocation will be prohibited during first phase NTP # 1; this work will be allowed upon FHWA completion of the NEPA related work. The second phase Notice to Proceed (NTP # 2) will be authorized after the NEPA work is completed by the FHWA. Upon the issuance of second phase NTP # 2, the Design-Builder shall commence Work on the Final Design, Right of Way Purchase, Utilities Relocation and Construction in accordance with the Design-Build Contract. Under no circumstances shall the Design-Builder commence Work on the Final Design, Right of Way Purchase, Utilities Relocation and Construction until such time as the NEPA related work is completed and VDOT issues the second phase NTP # 2.

2.4.2 Environmental Document

In accordance with the requirements of the National Environmental Policy Act (“NEPA”) and in cooperation with FHWA, a Draft Environmental Impact Statement (DEIS) was approved by FHWA on May 11, 1990, a Final Environmental Impact Statement (FEIS) was approved by FHWA on January 20, 1993 and a Record of Decision (ROD) was issued by FHWA on April 8, 1993. An Environmental Assessment (EA) was approved by FHWA on November 4, 1994 and a Finding of No Significant Impact (FONSI) was issued by FHWA on July 6, 1995. A Reevaluation and Final Section 4(f) Evaluation was approved by FHWA on March 13, 2000. A Revised ROD was issued by FHWA on March 13, 2000. A Draft Supplemental Environmental Impact Statement (DSEIS) was approved by FHWA on January 29, 2002, a Final Supplemental Environmental Impact Statement (FSEIS) was approved by FHWA on May 29, 2003, and a ROD was issued by FHWA on September 22, 2003.

The following mitigation measures have been considered and shall be implemented in the Design-Builder’s final design and construction:

- To minimize harm to the Albemarle County School Complex, the cross section of the bypass at this location has been reduced by eliminating the median, crossing the portion of the property near Tributary K on a bridge instead of a fill, and by suppressing the roadway to minimize visual and noise impacts. In addition, the alignment has been shifted to the degree possible to avoid any direct use of the trail behind Jack Jouett Middle School on the Albemarle County School Complex, and the trail behind Mary Greer Elementary School will be reconnected outside of the highway right-of-way. Finally, a fence will be installed along the right-of-way to prevent pedestrian access and disturbed slopes re-vegetated.
- A Section 106 Memorandum of Agreement was executed in 1992, which documents how the adverse effect to Schlessinger Farm will be taken into account. A copy of the MOA can be found in Appendix B of the 1993 FEIS. The MOA is included in the RFP Information Package.
- To minimize impacts to the federally listed endangered James River spiny mussel located in Ivy Creek, there will be time-of-year restrictions on construction and erosion and

sedimentation control measures implemented. In addition, the bypass will cross Tributary K, a tributary to Ivy Creek, on a bridge at this location instead of a fill, further minimizing impacts to the James River spiny mussel.

- The design modification at the southern terminus has helped to reduce the length of the bypass in the South Fork Rivanna River Reservoir watershed from 4.2 miles to 3.3 miles. An extensive stormwater management plan has been developed to protect the South Fork Rivanna River Reservoir. This includes 17 stormwater retention ponds. Of these, the six retention ponds located in the reservoir watershed have been designed as wet ponds to achieve higher pollutant removal efficiency. In addition, concrete curb will be incorporated along fill sections within the reservoir watershed in order to capture 100 percent of the roadway runoff. The runoff will be collected through a series of curb, median, and ditch inlets and conveyed to the stormwater retention ponds through concrete pipe systems. A monitoring program will be established to measure pollutant concentrations at several outfall locations before, during and after construction. A dry sump area will also be created at the outfall of each drainage system where runoff is conveyed to a wet pond. The sump area will be sized to hold a volume equal to the capacity of a tanker truck, approximately 1,100 cubic feet. Because of these efforts, runoff from approximately 10 acres of existing development outside the project right-of-way in the vicinity of Woodburn Road will be collected and conveyed to the proposed ponds for treatment. This runoff currently drains into the reservoir untreated. Concrete Jersey barrier will be installed along the shoulder of fill sections closest to the reservoir to prevent or provide more positive containment of errant vehicles, especially those carrying hazardous materials. Finally, rock check dams will be used in all of the fill ditches of the proposed roadway within the reservoir's watershed. Turbidity curtains will be used at three locations along the reservoir during construction. A full and detailed accounting of all mitigation measures committed to for purposes of protecting the reservoir from potential impacts can be found in Appendix D of the final SEIS. In addition to those measures already committed to, the Design-Builder shall include the following measures in the final design and construction:
 - Baffles will be included in stormwater retention ponds 13-1 and 22-1 to increase the flowpath of runoff so that runoff will be retained longer allowing for more efficient pollutant uptake.
 - Perimeter vegetation will be planted around the stormwater retention ponds to increase pollutant removal.
 - The stormwater retention ponds will be lined with a membrane to keep any spill material from migrating. In addition, manually operated gate shut-off valves will be provided at the stormwater retention ponds as well.

- A variable-width median will be employed to reduce environmental impacts at sensitive locations and to provide a more aesthetic appearance. In addition, retaining walls will be used to reduce right-of-way impacts.
 - The alignment has been shifted to eliminate impacts to a pet cemetery on property owned by the Society of the Prevention of Cruelty to Animals. In addition, the alignment has been shifted to avoid impacts to the Agnor-Hurt Elementary School which was located in the path of the selected alignment.

FONSI Commitments

- The cemetery near Agnor-Hurt School will be displaced by the termini modifications but may be avoided using special design features. This possibility will be further explored during final design.
- Impacts to wetlands will be limited to the actual areas needed for permanent placement of the bridge piers and the temporary impacts associated with pier excavation and equipment access. Wetland impacts have been minimized in accordance with EO 11990.

Document Re-evaluations for Right-of-Way (“RW”) Authorization dated December 18, 2002 and the Plans, Specifications and Estimates (“PS&E”) Authorization, and an Environmental Certification/Commitments Checklist (dated September 13, 2011) have also been completed by VDOT. These documents are included in the RFP Information Package.

The reevaluations and certification are initial documents based on ~~RFP plans~~The Route 29 Roadway Plans, prepared by Parsons Brinckerhoff, dated September 9, 1997 —and currently information available information at that time. VDOT shall complete an additional Document Re-evaluation for RW Authorization based on final RW plans and prior to RW authorization. Also, an additional Document Re-evaluation for PS&E Authorization and Environmental Certification/Commitments Checklist will be completed for each, individual construction work plan prior to the VDOT Project Manager releasing each construction authorization package for construction. The Design-Builder shall not proceed with construction until required environmental re-evaluations are completed, approved by FHWA, and the VDOT Project Manager provides written authorization to proceed with each construction package.

The Design-Builder shall carry out the environmental commitments during design, right-of-way acquisition, and construction, as applicable, as identified in each NEPA decision document, the Final Section 4(f) Evaluation, the Reevaluations for RW Authorization and PS&E Authorization, and the Environmental Certification/Commitments Checklists. All commitment compliance shall be supported by appropriate documentation, to be provided by the Design-Builder to the VDOT Project Manager.

~~The Offeror shall include in the Price Proposal all costs associated with complying with these requirements.~~

2.4.3 Section 4(f) Resources

During the process of conducting a Section 4(f) Evaluation for the project, VDOT identified two public school properties, Agnor-Hurt Elementary School and the Albemarle County School Complex, adjacent to the Project. VDOT also identified three historic properties, Westover, Schlessinger Farm, and Brook Hill, adjacent to the Project. One figure from the Final Section 4(f) Evaluation illustrates the locations of the public school, public parks and recreation areas. A second figure illustrates the locations of the historic properties. Both figures are included in the RFP Information Package.

VDOT has attempted throughout the project's development to minimize impacts to all Section 4(f) resources, by either avoiding them entirely, or minimizing the encroachment on the resource to the extent possible. Section J. Measures to Minimize Harm from the Final Section 4(f) Evaluation has been included in the RFP Information ~~package~~Package and specifies the measures that were developed as part of the Evaluation to minimize harm to the Albemarle County School Complex. The Design-Builder shall adhere to all of the commitments and measures to minimize harm that came out of the Final Section 4(f) Evaluation dated March 13, 2000.

These are:

- The alignment shall be shifted to the west as shown on Figure 30 (included in the RFP Information Package) to avoid the trail system at Jack Jouett Middle School. Only 771 feet of the trails at Greer Elementary School would be displaced and the displaced sections of the trail will be reconstructed on portions of the property outside the proposed right of way.
- The cross section will be reduced by narrowing the median's width.
- The cross section will be reduced by crossing the stream on bridge instead of earthen fill. (The Design Builder shall build a bridge over the tributary of Ivy Creek and a trail associated with the Albemarle County School Complex as depicted on the 1997 plans, sheets 13-14).
- The Design Builder shall not exceed the direct use of the Albemarle County School Complex indicated in the Final Section 4(f) Evaluation of 12.43 acres.
- The roadway profile will be lowered to reduce the amount of fill and to further reduce the visibility of the new road from activity areas on the school property.
- A fence will be constructed along the right of way to prohibit access on the roadway.
- Cut and fill slopes will be re-vegetated with indigenous tree species, beginning with plantings of seedlings or nursery stock that would gradually mature into larger trees that would help to screen most of the roadway fill from view.

- The County will be fully compensated for property required for the proposed right of way.
- County ~~official~~officials indicated they prefer the current natural surface of the trails, so paving of the reconstructed trails should not occur.

There will be no Section 4(f) direct or constructive use of the Agnor-Hurt Elementary School or the Historic Properties of Westover, Schlessinger Farm, and Brook Hill. This resulted from the fact that the ~~project~~Project was designed to avoid any direct or constructive use of these resources. The Design-Builder shall note that any changes in scope proposed by the Design-Builder that is acceptable to VDOT and would involve a direct or constructive use of these resources will require additional environmental technical studies and analysis to be performed by the Design-Builder. VDOT will be responsible for the coordination of any further Section 4(f) Evaluations and associated NEPA document re-evaluations with FHWA. The Design-Builder shall then carry out any additional environmental commitments that result from such coordination at its sole expense and at no additional cost to the Project.

The Design-Builder shall avoid any other project-related activities on Section 4(f) resources, including but not limited to staging, borrow/disposal, and any temporary or permanent easements. The Design-Builder shall submit written notification to the VDOT Project Manager if the design plans or construction methods necessitate any activity on the resources. VDOT will determine whether additional coordination with FHWA or other agencies is necessary.

~~All costs associated with complying with these requirements shall be included in the Offeror's lump sum price.~~

2.4.4 Water Quality Permits

The Design-Builder is responsible for obtaining all wetland and water quality permits required to construct the Project, including utility relocations by the Design-Builder. The Design-Builder will be the Permittee. Should the Design-Builder propose design changes acceptable to VDOT, permitting requirements may also change; the Design-Builder remains responsible for obtaining any and all necessary wetland water quality permits and permit modifications required by the regulatory agencies: (the Virginia Department of Environmental Quality (DEQ), the Virginia Marine Resources Commission (VMRC), and the U.S. Army Corps of Engineers (ACOE).

All impacts in waters of the U.S. (including streams and wetlands) will be appropriately mitigated via measures that the regulatory agencies determine acceptable. The Design-Builder is responsible for ensuring that all wetlands and streams are correctly identified and delineated. The Design-Builder is responsible for obtaining jurisdictional verifications, coordination with permitting and environmental advisory agencies, permit application fees, compensation costs for all jurisdictional area impacts associated with the Design-Builder's final construction plans and construction support facilities (e.g. borrow, disposal, staging, etc. areas), and all other activities and costs required for permit acquisition and implementation. Avoidance and minimization of

jurisdictional impacts shall be implemented to the greatest extent possible.

The Design-Builder shall be responsible for compliance with pre-construction, construction-related permit conditions, as well as post-construction monitoring if required by regulatory agencies.

The Design-Builder shall provide to the VDOT Project Manager copies of all permits, documentation, and correspondence with regulatory agencies. Construction activities shall not impact regulated areas within the Project limits until all applicable water quality permits have been issued to the Design-Builder. The Design-Builder shall not proceed with work covered by the water quality permits until the VDOT Project Manager releases the work in writing. The VDOT Project Manager may release a portion or all of such work not in jurisdictional areas, but may order a suspension of the same work after its release. The Design-Builder shall not be allowed to begin work that pre-determines the work required in the jurisdictional areas until the permits are secured.

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

2.4.5 Threatened and Endangered Species

VDOT has coordinated with Virginia Department of Game and Inland Fisheries (VDGIF), Virginia Department of Conservation and Recreation (VDCR), U.S. Fish and Wildlife Service (FWS), and Federal Highway Administration (FHWA) regarding federal and state listed threatened or endangered (T&E) species.

The Design-Builder shall be advised that new and updated T&E information is continually added to agency databases. The Design-Builder will be responsible for coordination with and obtaining updated information, requirements, and clearances from environmental regulatory agencies that provide threatened and endangered species oversight. This additional T&E species coordination is also a standard component of the water quality permit acquisition process and may result in permit conditions for which the Design-Builder will be responsible. The Design-Builder is responsible for ensuring that all T&E species are correctly identified and impacts assessed, noting that more or less resources may be present than initially identified. Avoidance and minimization shall be implemented to the greatest extent possible. The Design-Builder shall provide to the VDOT Project Manager copies of all documentation and correspondence with regulatory agencies.

~~The Design-Builder shall include in the lump sum price all costs associated with complying with these requirements.~~

2.4.6 Cultural Resources

VDOT has completed coordination with the Virginia State Historic Preservation Officer ("VA SHPO") in compliance with Section 106 of the National Historic Preservation Act. Three historic properties eligible for listing on the National Register of Historic Places, Westover, Schlessinger

Farm, and Brook Hill were identified within the project's area of potential effects. The project was determined to have no effect on Brook Hill and no adverse effect on the Westover historic properties. The project will have an adverse effect on Schlessinger Farm and require adherence to the stipulations outlined in the Memorandum of Agreement dated October 1, 1992. The MOA is included in the RFP Information Package.

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

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

~~The~~If the Design-Builder can design the project so that it avoids any impact to the two archaeological sites that require Data Recovery, the Design-Builder will not need to conduct a data recovery of the sites. If the Design-Builder is unable to avoid the sites, then the Design-Builder shall undertake Data Recovery of ~~two~~the impacted archaeological sites: 44AB428 and 44AB430 consistent with the discussion in Section 4.9 Archaeological Resources outlined in the January 29, 2002 Draft SEIS. Section 4.9.2 Data Recovery is included in the RFP Information Package. The Design-Builder will provide the VDOT Project Manager with a copy of the technical reports and correspondence related to compliance with this technical requirement.

~~All costs associated with complying with these requirements shall be included in the Offerors lump sum price.~~

2.4.7 Hazardous Materials

VDOT performed a preliminary site assessment in March 1998, and subsurface investigations in July 1998 and April ~~1999, respectively, to determine the potential for hazardous material and/or~~1999 to identify potential contamination within the Project area. The Preliminary Site Assessment Report dated March 1997; Subsurface Investigation Report, dated July 1998; and Subsurface Investigation Report Faulconer Construction Property, dated April 1999 are contained in the RFP Information Package.

~~The~~At the minimum, the Design-Builder shall ~~consider~~perform the following ~~conclusions and recommendations from the Preliminary investigations:~~

- 223 Montvue Drive (Parcel 40): Phase II Environmental Site Assessment in accordance with ASTM Standard (E 1527-05) to define the extent of existing contamination due to the release of home heating oil.
- (Former) T.E. Wood Property (Parcel 60): Phase II Environmental Site Assessment in accordance with the ASTM Standard (E 1527-05).
- Faulconer Construction Company (Parcel 93): Phase I Environmental Site Assessment (in accordance with ASTM Standard E 1527-05) and a Phase II Environmental Site Assessment (in accordance with the ASTM Standard E 1527-05)
- Summers Service Center (Parcel 63): Phase II Environmental Site Assessment (in accordance with the ASTM Standard E 1527-05). Based on the findings of the studies, the Design-Builder shall develop an appropriate strategy and construction specifications to address contamination in accordance with Part 4, Article 4 of this RFP.
- ~~Heating oil release at 223 Montvue Drive;~~
- ~~Possible demolition of several home sites which may have heating oil tanks, asbestos containing building materials (ACM) and lead based paint;~~
- ~~Potential petroleum impact at the Summers Service Center and CITGO Gas Station (UST facility);~~
- ~~Abandoned heating oil UST and metal debris stored at the machine shop (T.E. Wood property) located off Hydraulic Road;~~
- ~~Abandoned former USTs and miscellaneous debris located along Hydraulic Road;~~
- ~~Creosote coated poles and leaded cable behind the Sprint facility on Rio Road West.~~
- ~~General site conditions noted at the Faulconer Construction Site;~~
- ~~Illegal dump site and abandoned USTs located off Woodburn Road; and~~
- ~~Rivanna Quarry and illegal dumping along Rio Mills Road.~~
- ~~Several potential environmental problems were noted at the Faulconer Construction site located along Woodburn Road during the site visits where plan sheets indicated a temporary construction detour, permanent drainage easement, and cut area planned for the property. A limited subsurface investigation is recommended for the Faulconer site consisting of three to four soil borings. Groundwater sampling is also recommended by establishing temporary~~

~~monitor wells, if groundwater is encountered. Laboratory testing should include analysis for petroleum, chlorinated solvents, and heavy metals.~~

- ~~• Additional investigation is also recommended at the properties identified at the Hydraulic Road intersection to determine the extent and potential for impact on roadway construction. One to two soil borings/temporary monitor wells should be established at the machine shop to test for petroleum, chlorinated solvents, and heavy metals. VDOT may also want to consider boreholes at the Summers Service Center site pending location of the geotechnical borehole that reported petroleum odors. Two hand auger borings established to five feet did not encounter petroleum impact at the Service Center property. Although no releases have been reported at the adjacent CITGO site, the deeper recommended borings would also indicate whether a potential release from the CITGO site would have an impact on the project.~~
- ~~• Shallow surficial hand auger borings should be considered at the Sprint facility on Rio Road West to determine if creosote has leached into the ground from the poles stored at the site.~~
- ~~• The scattered illegal dump sites identified near the proposed corridor do not appear to indicate a significant environmental liability other than non-hazardous disposal costs. VDOT should require the property owners to dispose of the debris prior to purchase.~~
- ~~• The heating oil release at 223 Montvue Drive is well documented and currently undergoing remedial activities. Roadway construction will encounter impacted material at this property. Arrangements should be made to minimize worker contact and for disposal of the impacted material, where applicable.~~

~~The Design Builder shall consider the following conclusions from the July 1998 Subsurface Investigations Report during the final design and construction of the project:~~

~~This investigation was conducted to determine if impacted soils or groundwater would be encountered during roadway improvements relative to suspected use of USTs and/or historical property usage. Residual, dissolved and vapor phase impact was detected at the T. E. Wood property. No subsurface impact was detected at the Faulconer Construction Company property. The metal detector survey at the SPCA did not detect any metal anomalies and, based upon the minimal potential for impact at the SPCA, no subsurface investigation was conducted at the site. Analytical results of the roof shingles along Woodburn Road (Parcel 101) did not detect any asbestos containing materials. No potential ACMs were identified along Hydraulic Road, near the trailer park. No impact is anticipated in the vicinity of the proposed storm water management basin. Potential liability considerations and concerns during right of way acquisitions or construction of the proposed Route 29 bypass is as follows:~~

- ~~• VDOT acquired the necessary property rights from the T. E. Wood property (Parcel 060 on sheet 20). The potential of soil and groundwater impact was initially identified at the Wood~~

~~property during the PSA dated March 1998. Impacted soil and groundwater was confirmed at the Wood property on May 7, 1998. As the ditch line extending across the Wood property will be a surficial cut. No impacted soils are anticipated during excavation of the proposed ditch line. The Design Builder shall consider the potential soil and groundwater contamination in their final design.~~

- ~~• The abandoned UST (estimated capacity of 250-500 gallons) still remains at the Wood property. No residual liquids remain in the UST and no sub-grade work is proposed in the vicinity of the abandoned UST. However, VDOT should make the appropriate arrangements for removal of the tank. Impacted soils and potential impacted groundwater is anticipated during excavation and removal of this UST. According to VDEQ PC files, no PC # has been assigned to the Wood property. The TPH DRO and VOC concentrations discovered during this investigation at this site exceed VDEQ reporting limits of 100 mg/kg (TPH) and will require reporting to the VDEQ.~~
- ~~• No impact is expected during roadway construction activities at the Faulconer Construction Company site or the Albemarle SPCA.~~
- ~~• No asbestos containing material was identified at the dump site along Woodburn Road or along Hydraulic Road near the trailer park.~~
- ~~• The water leaching from the hill slope in the vicinity of the proposed stormwater management system on Parcels 002, 008 and 067 is not impacted.~~

~~The Design Builder shall consider the following conclusions from the Faulconer Construction Company Subsurface Investigations Report during the final design and construction of the project:~~

~~This investigation was conducted to determine if impacted soils or groundwater will be encountered during the, proposed construction activities. Potential environmental concerns associated with this property were also evaluated. During drilling activities no subsurface petroleum impact was detected. Localized areas of petroleum staining were observed around some of the heavy equipment stored on site. Potential liability considerations and concerns during right-of-way acquisitions of the proposed Route 29 bypass is as follows:~~

- ~~• Surficial soil contamination was observed in the AST and equipment storage area located along the fence line on the front of the property. Although the area tested was relatively free of petroleum contamination, areas of moderate petroleum impact may be discovered once the ASTs are removed from the area. Although soil disposal/treatment is not anticipated, if necessary, only moderate amounts will need to be removed from the property.~~
- ~~• Petroleum contamination from the holding pond is not expected to create a significant environmental liability. However, during construction a limited amount of soils immediately~~

~~around the holding pond may require disposal. The heavier petroleum fractions detected in the pond are much less mobile than other petroleum products such as gasoline or diesel fuel. Migration of heavier petroleum fractions deep into the subsurface is unlikely and is not expected to pose an environmental concern.~~

Based on the findings of the investigations, the Design-Builder will develop an appropriate strategy and construction specifications to address contamination in accordance with Part 4, Article 4.

The Design-Builder shall have asbestos inspections performed on all structures and buildings owned and/or to be acquired. All structures and buildings shall be inspected according to the Special Provision for Inspection of Structures for Asbestos Containing Material (ACM) on Design-Build Projects. Copies of all inspection results shall be provided to VDOT.

Asbestos abatement and monitoring shall be performed as appropriate prior to demolition or renovation and in accordance with the Special Provision for Removal of Asbestos from Structures for Design-Build Projects and with all federal and state regulations. The Design-Builder shall comply with the Special Provision Copied Note for Demolition Notifications for Structures not Requiring Asbestos Removal on all structures where ACM removal is not required.

Asbestos inspection, abatement, and project monitoring shall be performed by an independent Asbestos Inspector, abatement firm, and Project Monitor licensed by the Virginia Department of Professional and Occupational Regulation.

Asbestos abatements shall not be performed by an asbestos contractor who has an employee/employer relationship with, or financial interest in, the laboratory utilized for asbestos sample analysis nor shall the asbestos contractor have an employee/employer relationship with, or financial interest in, the Asbestos Inspector, Project Designer, or Project Monitor working on the Project.

~~Structures shown to have lead paint shall be removed in accordance with Section 413.02 and Section 411.08 and 411.09 of the VDOT Road and Bridge specifications.~~

All solid waste, hazardous waste, and hazardous materials shall be managed in accordance with all applicable federal, state, and local environmental regulations. The Design-Builder shall notify the VDOT project manager immediately of all instances involving the spill, discharge, dumping or any other releases or discovery of hazardous materials into the environment and shall provide all required notifications and response actions.

The Design-Builder shall include in the price proposal all costs associated in complying with the above listed inspection and reporting requirements for asbestos ~~and lead paint.~~ The abatement and/or removal of asbestos ~~and lead paint discovered to exist within the Project limits~~ will be paid, if and when necessary, under a Work Order in accordance with Article 9 of Part 4 (General Conditions of Contract).

2.4.8 Air Quality

The following DEQ air pollution regulations must be adhered to during the construction of this project: 9 VAC 5-50-60 et seq., Fugitive Dust precautions; and 9 VAC 5-130 et seq., Open Burning precautions.

~~All costs associated with complying with these regulations shall be included in the Offerors lump sum price.~~

2.4.9 Noise Mitigation

2.4.9.1 Permanent Noise Mitigation

The Design-Builder will provide permanent noise mitigation in compliance with the Virginia State Noise Abatement Policy and the Highway Traffic Noise Impact Analysis Guidance Manual. The final barrier location(s) and dimension(s) will be determined during the final design noise analysis. A Noise Abatement Design Report (NADR) shall be furnished by the Design-Builder at its sole cost and expense. The final noise mitigation design will utilize the design year traffic volumes defined in the reevaluation of the Preliminary Noise Analysis (date to be determined) and associated noise levels.

Upon approval of the Final Design Noise Analysis the Department shall prepare a concurrence letter outlining the results of the analysis for the Department's Chief Engineer and FHWA. Once concurrence is achieved, the Design-Builder shall prepare and mail to benefitted receptors. Upon completion of the citizen survey the Department shall prepare a second concurrence letter documenting the results. All sound walls should be named as presented within the NADR.

All noise barriers recommended for construction and concurred with by the Chief Engineer and FHWA are included in the scope of the Construction Project and shall be ~~funded by~~included in the Design-~~Builder at its sole cost and expense~~Builder's scope of work. This includes barriers with conditions, as long as those conditions have been met.

Prior to submitting a sound wall plan for the Department's review, the Design-Builder will have the noise consultant that completed the NADR review the plan set and certify that the proposed design meets the noise abatement requirements. This certification will be included in the plan set when it is submitted to the Department for review.

If deviations in the horizontal or vertical alignment of a noise barrier are proposed following concurrence from the Chief Engineer or FHWA, then additional documentation will be provided with the plan set when the set is submitted to the Department for review. This will include a plan and profile view of the roadway with the alignments recommended barrier and the proposed design. A

justification of the deviation will be included with the plan set. The revised NADR chapter for the noise barrier for which modification is requested will be submitted with this additional information.

The Noise Abatement Section Manager's written approval of the barrier deviation will be required before the Department can approve AFC Construction Documentation.

A key plan will be clearly labeled to show the location of the ground-mounted combo wall (sound wall on retaining wall) and bridge-mounted noise barriers.

Plan view will provide the alignment of the noise barrier with the roadway plan view.

Profiles of the wall alignment will include the noise attenuation line and the existing and proposed elevation. If combo walls or bridge-mounted barriers are present along the alignment, the pattern of the line will be different so that all lines can be distinguished.

Stations of the roadway and noise barrier will be included on both the plan and profile views.

Access may be provided by access doors for personnel. Gaps may be provided in the walls willwith a 3:1 ratio of barrier overlap.

Sound barrier walls will have a minimum setback from the back of the barrier of at least one foot. The area between the barrier and wall shall be filled to prevent debris from collecting in the area.

Sound barrier wall design will be coordinated with first responders to ensure access to fire hydrants and other emergency equipment.

General notes that state the following will be included:

- "Sound barrier walls will be designed and constructed in accordance with the Special Provisions for Sound Barrier included in the Agreement Requirements."
- "Sound Barrier walls will be designed and constructed in accordance with the roadway cross-sections in the plans dated [insert date]/or sheets numbered [insert sheet numbers]."
- "Sound Barrier walls will be designed and constructed in accordance with the soil parameters included in the Geotechnical Data Report dated November 2011 and the Geotechnical Engineering Report [to be prepared by the Design-Builder] during final design."
- "Access doors will be determined prior to fabrication, with review and approval of VDOT maintenance staff."
- "All sound barrier walls will have sound absorptive finish, unless otherwise noted."

The Design-Builder is responsible for obtaining local noise ordinance variances prior to scheduling of night time operations.

The Design-Builder shall begin construction of new sound barriers within 60 days of the demolition of an existing sound barrier. The Design-Builder shall complete construction of any new sound barrier intended to replace an existing sound barrier within 180 days from the start of construction of that sound barrier. If the Contractor is unable to begin construction of a new sound barrier within the 60 day timeframe set forth in Section 2.4.9.1, the Design-Builder shall provide temporary noise mitigation to noise sensitive receptors where the existing noise barriers were removed.

~~The Offeror shall include in the lump sum price all costs associated with complying with these requirements.~~

2.4.9.2 Construction Noise Mitigation

The Design-Builder's operations shall be performed so that exterior noise levels measured during a noise-sensitive activity shall be not more than 80 decibels. Noise-sensitive activity is any activity for which lowered noise levels are essential if the activity is to serve its intended purpose. Such activities include those associated with residences, hospitals, nursing homes, churches, schools, libraries, parks, and recreational areas.

Design-Builder shall monitor construction-related noise if requested by local agencies, the Department or neighboring property owners. If construction noise levels exceed 80 decibels, the Design-Builder shall take corrective action before proceeding with operations.

The Design-Builder shall be responsible for ~~costs associated with~~ the abatement of construction noise and the delay of operations attributable to non-compliance with these requirements.

Design-Builder shall determine whether certain portions of the Project that produce objectionable noise should be restricted or prohibited between 10 PM and 6 AM. If other hours are established by local ordinance, the local ordinance shall govern.

Equipment shall in no way be altered so as to result in noise levels that are greater than those produced by the original equipment. When feasible, the Design-Builder shall establish haul routes that direct his vehicles away from developed areas and ensure that noise from hauling operations is kept to a minimum.

These requirements are not applicable if the noise produced by sources other than the Design-Builder's operation at the point of reception is greater than the noise from the Design-Builder's operation at the same point.

~~The Offeror shall include in the lump sum price all costs associated with complying with these requirements~~

2.4.10 Environmental Compliance

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

As part of the mitigation measures adopted for this ~~project~~Project in the September 22, 2003 ROD, a full-time Erosion and Sediment Control Inspector, certified by the Virginia Department of Conservation and Recreation, will be assigned to the project during construction to monitor the erosion and sediment control measures implemented for the ~~project~~Project.

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

~~The Offeror shall include in the Price Proposal all costs associated with complying with these requirements.~~

2.5 Roadway

The Design-Builder shall meet the minimum requirements identified in Table 1 ~~and below and in Attachment 2.5 - Minimum Roadway Design Criteria~~ Table ~~2 below~~ during the design and construction of the project.

Bikeways

All bikeways should be in accordance with VDOT standards. Please refer to ~~table~~Table 1:

Table 1:

Bicycle and Pedestrian Accommodations

For roads crossing the Proposed US 29 Bypass				
Route	Street Name	Crossing Type	Bicycle	Pedestrian*
654	Barracks Road	29 over Rt. 654 under	Bicycle Lanes	4' Paved Shldr.
657	Lambs Road	Rt. 657 over	4' Paved Shldr.	4' Paved Shldr.
1390	Roslyn Ridge Road	Rt. 1390 over	4' Paved Shldr.	4' Paved Shldr.
743	Earlysville Road	Rt. 743 over	Bicycle Lanes	4' Paved Shldr.
659	Woodburn Road	Rt. 659 over	Bicycle Lanes	4' Paved Shldr.
Information from the Albemarle County's Comprehensive Plan				
* Note:	There were no specific pedestrian recommendation for any of these facilities			
	However there was some general statement on the need for more trails			
	separate from the roadway rather than sidewalks			
	There was also a reference for a trail connecting communities that listed			
	Earlysville (Route 743) in particular.			

Functional Classification

All roads on the project are to be designed to the 2036 design year. ~~Please see the following table for~~ See Attachment 2.5 for the Minimum Roadway Design Criteria for the Project. This Attachment includes the VDOT/AASHTO geometric design standard, slope design standard, minimum design speed, and minimum and maximum grade for each road and ramp on the project. ~~Note: a maximum grade of 4.5% shall be maintained on the mainline through Stillhouse Mountain. The Department is evaluating the impacts of a lower design speed on the mainline through Stillhouse Mountain. Based on the results of this evaluation, the Department may issue an addendum if the geometric standard requires revision.~~

~~Table 2: Criteria for Roadway Design~~

Roadway Name	Main-Line	Interchange Ramps	Route 250 Bypass	(+) Leonard Sandridge Road	Faulconer Drive	(+) Lambs Road (Route 657)	Roslyn Ridge Road	Earlsville Road (Route 743)	Squirrel Ridge Road	(+) Woodburn Road (Route 659)	Old Ivy Road	Ivy Road
Design Speed (mph)	60	50% Mainline Speed	60	30	20	30	25	50	20	30	40	50
(2) Average Daily Traffic (ea)	≈32,300	-	~74,000	~13,500	N/A	N/A	N/A	N/A	N/A	N/A	N/A	~25,200
Percent Trucks (%)	~9	-	~8	~2	N/A	N/A	N/A	N/A	N/A	N/A	N/A	~9
Functional Class	Urban, Other Principal Arterial	Interchange Ramps	Urban, Other Principal Arterial	Urban Local Street System, Shoulder Design	Service Road	Urban Local Street System, Shoulder Design	Urban Local Street System, Shoulder Design	Urban Minor Arterial, Shoulder Design	Service Road	Urban Local Street System	Urban, Collector Street, Shoulder Design	Urban, Principal Arterial, Rolling Terrain, Shoulder Design
Terrain	Rolling	-	Rolling	Rolling	-	Rolling	-	Rolling	-	Rolling	Rolling	Rolling
VDOT Geometric Design Standard	GS-5	GS-R	GS-5	GS-8	GS-9	GS-8	Subdivision Street	GS-6	GS-9	GS-8	GS-5	GS-5
Slope Design Standard	CS-4	CS-4	CS-4	GS-8	GS-9	GS-8	2:1	GS-6	GS-9	CS-3	GS-5	CS-4
Minimum Grade (%)	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	-	0.5	0.5
Maximum Grade (%)	6%	(GS-R)	6	(GS-8)	11	(GS-8)	-	7	11	(GS-8)	-	6
Median	40 ft. min, depressed (RDM Sec. 2E-3), GS-11 and GS-13 slopes Independent Grading: Variable width, GS-11 and CS-4 slopes	Not Applicable	Raised, grass, 16 ft wide (face to face of curb)	-	-	-	-	-	-	-	-	Raised, grass, 4.8m wide (face to face of curb)
LOS	C	C	C	C	-	-	-	-	-	-	-	-
Notes:												
(1)	Design speed for GS-8 is 10 mph less than original plan GS-4, Local Road System											
(2)	Traffic volumes are for informational purposes only. Traffic projections will be refined by the design-build team through data collection and analysis of the current long range transportation plan.											

~~* A maximum grade of 4.5% shall be maintained on the mainline through Stillhouse Mountain. The Department is evaluating the impacts of a lower design speed on the mainline through Stillhouse Mountain. Based on the results of this evaluation, the Department may issue an addendum if the geometric standard requires revision.~~

Proposed Improvements

The Project includes construction of a new four-lane divided, limited access bypass to the west of existing U.S. ~~Route 29 Business~~ to relieve congestion on existing U.S. ~~Route 29 Business~~ and to improve the movement of through traffic. The construction would extend from U.S. Route 29/250 Bypass and the North Grounds of the University of Virginia on the south end to existing U.S. Route 29 north of the South Fork Rivanna River on the north end. In addition, the Project includes a full directional ~~termini~~terminus at the southern end to connect to both US 29/250 Bypass and Leonard Sandridge Road, as well as a full directional interchange~~terminus~~ on the north end to connect to existing U.S. Route 29. Access to the new highway will be provided through termini at both ends, with no intermediate public access points to crossroads or adjacent properties, except a private access point for the Rivanna River Water Authority's facilities. This access point is to be provided off the northbound lanes at a location approximately 260 meters south of the Barracks Road crossing. All termini and ramp terminals shall be designed to accommodate, as a minimum, a WB-67 design vehicle from all directions.

New guardrail shall be designed and installed where required throughout the project limits. Existing guardrail within the construction limits that does not currently meet VDOT standards shall be brought up to current standards. In an effort to maintain a parkway-like feel, concrete median barriers shall not be included in the permanent construction except where shown on the original plans prepared by Parsons Brinckerhoff in two locations which can be found on Exhibit A Route 29 Right of Way Displays in the RFP Information Package.

2.5.1 Termini

The southern and northern termini concepts are available on the VDOT Route 29 Bypass website FOR INFORMATION ONLY. The Offerors shall note that these concepts are preliminary and incomplete and shall not be relied upon. A Traffic Technical Memo is included in the Supplemental Information Package FOR INFORMATION ONLY.

Southern Terminus

The southern terminus provides full access to and from proposed US Route 29 Bypass, US 29/250 Bypass, and Leonard Sandridge Road. ~~It is anticipated, although not required, that~~The US 29/250 Bypass ~~will~~shall be configured such that it is the "mainline" ~~with and free flow to through traffic.~~ US Route 29 Bypass and Leonard Sandridge Road ~~going over it, leaving US 29/250 Bypass free flow to through traffic. US Route 29 and Leonard Sandridge Road would then~~shall be accessed via ramps to and from US 29/250 Bypass. ~~Full directional access shall be maintained~~provided for US 29/250 Bypass and Leonard Sandridge Road, ~~but indirect access (e.g. median u-turns) is acceptable.~~ The southern terminus shall be configured such that US 29/250 Bypass remains free flow. No additional traffic signals will be allowed on the US 29/ 250 Bypass. No roundabouts will be allowed. No 'U-Turn' movements will be permitted as part of the terminus traffic pattern. The total terminus level of service (LOS) shall be "C" or better in the 2036 Design Year.

The southern terminus shall not impact the existing parking garage structure located within the proposed Project limits presented in Exhibit A Route 29 Right of Way Displays. Further, the Design-Builder shall provide buffer area and minimize Project construction impacts adjacent to University of Virginia Darden School of Business, UVA Law School, Canterbury Hills neighborhood, the St. Anne's Belfield School campus, the Colonnades senior living facilities and Leonard Sandridge Road to the greatest extent practicable. The Design-Builder shall tie-into the existing two-lane Leonard Sandridge Road within the footprint identified in the NEPA Document.

All merge and weave areas are considered separately from terminus level of service and must meet level of service C. LOS requirements shall be met in AM and PM peak hours in the 2036 Design Year. In addition, Leonard Sandridge Road is a route used by university traffic during sporting events. Queue lengths during peak hours and sporting events should be minimized on US 29/250 Bypass and at no time should turning vehicles impede the flow of traffic on US 29/250 Bypass, US 29, or US 29 Bypass.

Northern Terminus

The northern terminus ~~providesshall provide~~ full directional access ~~to and from~~ between proposed US Route 29 Bypass and US 29. ~~Full directional access- The northern terminus shall be maintained for US 29. It is anticipated, although not required, that northbound US 29 and southbound US 29 Bypass will be configured such that theyall movements are free flow. No additional traffic signals will be allowed. No roundabouts will be allowed. No 'U-Turn' movements will be permitted as part of the terminus traffic pattern. The proposed terminus shall be located south of Ashwood Boulevard and entirely on the west side of existing US 29. The existing access to Ashwood Boulevard shall remain.~~ The total terminus LOS shall be "C" or better in the 2036 Design Year.

All merge and weave areas are considered separately from terminus level of service and must meet level of service C. LOS requirements shall be met in AM and PM peak hours in the 2036 Design Year. Queue lengths during peak hours should be minimized on US Route 29 Bypass and US 29 and at no time should turning vehicles impede the flow of traffic on US Route 29 Bypass or US 29.

The northern terminus shall be designed and constructed to accommodate the future Route 29 Corridor Improvements Project, located in Albemarle County, Virginia, which generally includes the widening of US 29 to complete the six-lane typical section between Ashwood Boulevard and North Hollymead Drive (County Road 1520). As part of the design and construction of the northern terminus, the Design-Builder shall be responsible for widening US 29 to three lanes in each direction and to function at LOS C in the design year from Polo Grounds Road northward to the intersection with Ashwood Boulevard. Any structures carrying US 29 mainline traffic shall be designed and constructed to accommodate three through lanes in the same direction. Improvements necessary from

the intersection of US 29 and Ashwood Boulevard northward will be included in the Route 29 Corridor Improvements Project and are not a part of this Project.

2.5.2 Old Ivy Road

The Project shall maintain existing access from the US 29/250 Bypass to Old Ivy Road without adversely impacting the existing access to Faulconer Drive.

2.6 Structures

General

Construction and demolition of any superstructures and substructures shall be staged as necessary to maintain travel lanes on Route 29, Route 250 and secondary roads in accordance with the approved Traffic Management Plan to be developed by the Design-Builder. A demolition and erection plan shall be developed by the Design-Builder and submitted to VDOT for review and approval prior to proceeding with final design. The demolition and erection plan shall include, but is not limited to, details of protection of the underlying roadway and users.

Bridges are required at grade separations at locations identified by roadway name in Table 1 in Section 2.5 of this RFP. A bridge structure is required over the existing trail system shown on sheets 13 and 14 located in the RFP Information Package from station 192+40.00 to 195+15.00. (Please be advised these plans are in metric units-) and over the South Fork Rivanna River.

Other bridge structures necessary to accommodate H&HA design and LOS requirements of Section 2.5.1 shall be included in the Offeror's price proposal. Material for pipes or culverts that are greater than 36 square feet in cross sectional area shall be reinforced concrete. Shapes and details shall be in accordance with VDOT Road and Bridge Standards.

The proposed bridges shall be designed using AASHTO *LRFD Bridge Design Specifications*, 5th Edition, 2010 Interim Specifications; ~~most current version of~~ VDOT Modifications (IIM-S&B-80 ~~or latest revision~~).

AASHTO HL-93 loading shall be used for the live load design capacity.

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

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

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

~~The Design-Builder shall construct bridges over the trail system~~

Bridge Layout

The ~~Offeror~~Design-Builder will be required to submit a preliminary type, size and location plan, including erection plan/framing plan, of the proposed bridges to VDOT for review and approval prior to proceeding with final design. Bridge type and layout shall be based on reducing long term maintenance costs for VDOT. Bridges shall be jointless and integral in accordance with VDOT S&B Manual – Vol. V Part 2, Chapter 20 (revised November 4, 2011) unless geometry prohibits otherwise.

Minimum vertical clearance shall be 16'-6" (refer to the Structural Guidelines) and held across the full roadway cross section, including the paved and graded shoulders. ~~All horizontal clearances shall meet guidelines of VDOT Vol. V Part 2.~~

The Design-Builder shall provide the necessary horizontal clearances underneath the bridge structures to accommodate the geometric design standards that are identified in Section 2.5 Table 1 & Attachment 2.5 – Minimum Roadway Design Criteria Table. Other information, including design speed, average daily traffic, percent trucks, functional classification and median type shall determine the appropriate bridge typical section using VDOT Structures and Bridge Manual Vol. V, Part 2.

As part of VDOT's requirements, a Major Structure Report including foundation recommendations for each proposed bridge shall be submitted for review and approval prior to the submittal of final foundation construction plans and shall be signed and sealed by a Professional Engineer registered and licensed in the Commonwealth of Virginia.

As part of VDOT's requirements, a hydraulic and/or hydrology study shall be performed for any water crossing and the results incorporated into the preliminary bridge drawings as per the VDOT Drainage Manual.

Superstructure

Either prestressed concrete or structural steel beams/girders may be used and shall be designed as composite with the cast-in-place deck. No timber bridge elements of any kind will be acceptable in the proposed structure.

For bridges using structural steel as primary beam/girder material, ~~The~~the use of steel box (or tub) girders is prohibited. The use of HPS (high performance steel) 70 ksi is permitted, but the use

of HPS 100 ksi will not be permitted. Cover plates on continuous rolled beam sections and longitudinal stiffeners shall not be used. No field welding to structural steel members, primary or secondary, shall be permitted except as allowed by the VDOT Manual of Structure and Bridge Division, Vol. V. ~~Bridge designs should not utilize. The use of any fracture critical components. Every effort shall be made to avoid the use of fatigue prone details. Should VDOT determine that any fatigue prone member, component or detail is not warranted, the DB shall be responsible for all changes must be approved by the State Structure and associated costs. Bridge Engineer. A709~~ Weathering steel grades or High Performance Steel (HPS) grades shall be used for all members when a bridge structure uses structural steel for main members, ~~excluding structures deemed fracture critical.~~

Uncoated

For members not meeting the requirements FHWA TECHNICAL ADVISORY T5140.22, dated 10/3/89 of uncoated weathering steel may, coated weathering steel or coated HPS shall be used but is subject,

In addition to FHWA Technical Advisory 5140.22 the limitations in T5140.22, use of uncoated weathering steel and the uncoated HPS is constrained by following limitations:

Painting For aesthetic purposes painting of the steel shall be required for the following areas over and beyond the limits in the specifications:

- Jointless structures:
 - Structures over pedestrian traffic: ~~All -- all~~ all steel shall be painted
 - Structures over vehicular traffic: ~~Paint --~~ the entire fascia surface
 - Structures not over traffic: ~~Paint per VDOT Standard Specifications or --~~ the entire fascia surface (depending on district preference)
- Jointed structures:
 - Structures over pedestrian traffic: ~~All -- all~~ all steel shall be painted
 - Structures over vehicular traffic: ~~Per -- per~~ the specification with exception to add plus the entire bottom flange and bottom 6" of web
 - Structures not over traffic: ~~Paint per VDOT Standard Specifications -- per the specifications~~
- Trusses
 - All chord members, including gussets and connections to the truss shall be shall be coated. Floor beams and stringers shall be coated in accordance with jointed structure guidance above. If tubular members are proposed, galvanizing with a paint top coat shall be required.
- Fracture Critical Members (FCM)
 - Tops of horizontal surfaces shall be painted brown, Federal Color No. 595-20059 or if the fascia girder is coated then the entire exterior of straddle bents exposed to weather shall be coated to match the fascia.
 - Insides of straddle bents shall be painted white, Federal Color No. 595-37925, throughout

For bridges using concrete as primary beam/girder material, the VDOT Standard Bulb-T (PCBT) sections adopted by VDOT shall be utilized in accordance with VDOT S&B Vol. V. ~~The usage of AASHTO shapes will require VDOT approval.~~ The use of precast reinforced concrete three-sided structures or four-sided multi-cell boxes is not permitted. Segmental construction of any kind (post-tensioned box beams, segmental precast and/or spliced girders balanced cantilever construction) is prohibited. ~~Voided~~ Use of post tensioned spliced bulb tees and voided Slab sections may be used with VDOT approval. The use of HPC (high performance concrete) for prestressed concrete beams in excess of 8,000 psi concrete strength will be considered but ultimately will require approval by the State Structure and Bridge Engineer.

In accordance with Section 2.5.2.6.3 ~~Criteria for Span to Depth Ratios shall be mandatory.~~ In Section 2.5.2.6.2 of the AASHTO LRFD Bridge Design Specifications, ~~all~~ Criteria for Span to Depth Ratios and all criteria for deflection shall be mandatory. A live load deflection of L/1000 shall be adhered to for bridges supporting pedestrian or bicycle traffic. All other bridges must meet a live load deflection limit of L/800.

Structural approach slabs will be required at each end of all bridges on this Project. Approach slabs and any sleeper pads shall be constructed with asphalt overlay and conform to the requirements of the VDOT *Manual of the Structure and Bridge Division*, Volume V – Parts 2 and 3.

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

Substructure

All substructure units shall meet the crash-load guidelines of AASHTO 3.6.5 “Vehicular Collision Forces” but with the revisions outlined in the Attachment B.

When spread footings are proposed, the Offeror shall conform to Section 401 of VDOT Road and Bridge Specifications 2007, Structure Excavation. The Design-Builder shall ensure that all recommendations related to the suitability of foundation material for spread footings at the time of construction are made in the field by a geotechnical engineer licensed in the Commonwealth of Virginia.

Miscellaneous

A VDOT Standard ~~BR27C Railing~~BR27 series railing shall be used on all bridges in accordance with VDOT S&B Manual – Vol. V Part 2. In the event a crash-test rating of TL-5 is required, the design-builder shall provide an acceptable barrier design and associated bridge conduit system details to VDOT for review and meet the requirements specified in the VDOT Structures and Bridge Manual Volume V Part 2, Chapter 25.

VDOT Standard BPB F-Shape Parapets shall be used on all ramp structures at Northern and Southern termini.

The bridges shall be designed to support the following utilities to include their associated structural supports and/or hangers:

- Highway lighting shall be accommodated on all bridges, including the installation of appropriate conduit system for proposed ~~BCS-27C~~BR27 series railings.
- Under-bridge lighting shall be provided on all bridges which pass over vehicular or pedestrian traffic.
- Conduit and cable for signal interconnection.
- Any other utilities for which the relocation design requires attachment to bridge superstructure

Architectural treatment shall be used on the following concrete bridge elements:

- Both faces of the ~~bridge~~BR27 series railing and terminal wall section(s) – all bridges
 - Note: Aesthetic treatments on sides of elements exposed to traffic shall meet maximum relief guidelines given in VDOT Structure and Bridge Vol. V Part 2, Chapter 25.
- Exterior face of wingwalls for any bridges with vehicular or pedestrian traffic going under
- And/or pier(s) remaining visible to vehicular or pedestrian traffic either going over the bridge or under after construction completed for bridges.

All Aesthetics must meet the criteria outlined in VDOT Structure and Bridge Vol V Part 2, Chapter 25. ~~Architectural treatment shall simulate coarse stone. Individual stone lengths shall vary randomly from 3” to 24”. Stone relief shall resemble drystack stone and shall meet and follow the requirements of the Structure and Bridge Manual Volume 5 Part 2 Chapter 25.03-5. Various formliners arranged a Special Provision for Aesthetic Treatment to be released in various combinations shall be used to produce a continuous coarsed stone pattern without obvious repetition of the pattern a future addendum.~~

The steel railing shall be galvanized and after galvanization the steel shall be washed and painted in accordance with Section 411 of the VDOT Road and Bridge Specifications (Brown, Federal Color No. 595-20059).

Any proposed aesthetic treatment other than that described above shall be submitted to the Department for review and approval. Aesthetics that do not follow the structural material guidelines above will not be approved. Information submitted for review shall include:

- Reasons for the recommended aesthetics.
- Detailed description of aesthetics, including applicable material and/or manufacturer's specifications.

2.6.1 Structure Load Ratings

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

1. A load rating is required when a newly constructed structure or phased portion of the new structure is intended to carry traffic in a temporary configuration.
2. A final, As-Built, load rating analysis of the new structure reflecting traffic in its final configuration. This load rating should incorporate any As-Built changes that may have been made, which in the judgment of the Engineer will affect the load rating (e.g., minor changes to stiffener or diaphragm locations may not affect a load rating).

The structure load ratings shall be performed in accordance with VDOT Structure and Bridge Division Instructional and Informational Memorandum ("I&IM") Number IIM-S&B-86 or the latest revision; AASHTO Manual of Bridge Evaluation, ~~1st Edition, 2008; and 23CFR650 Subpart C – National Bridge Inspection Standards ("NBIS"), Subsection 650.301. The Design-Builder shall perform load ratings on bridge superstructures using Load and Resistance Factor Rating method for NBIS rating for the AASHTO HL-93 design loading, the blanket permit vehicle (90K and 115K) and Virginia's Legal Load vehicles as specified in IIM-S&B-86 or the latest revision.~~ 2nd Edition, 2011.

AH

~~The load ratings for the completed structure other than steel curved girders/beams shall be performed using the current VDOT approved version of the AASHTOW are VIRTIS software. Steel curved girders/beams shall be rated using DESCUS unless approved otherwise by VDOT. Any other computer based rating software reports shall be submitted for review and approval by VDOT to include a letter explaining the intended use of the software.~~

~~The Design-Builder shall prepare and deliver to VDOT a load rating report for the completed structure. This report shall contain a completed copy of VDOT's current load rating summary sheet referencing the controlling structural element(s) signed by a professional engineer licensed in Virginia, rating assumptions, pertinent analysis calculations and VIRTIS, DESCUS or other approved computer input as appropriate. In addition, a compact disk ("CD") containing the load rating input files for VIRTIS, DESCUS or other approved computer programs shall be delivered to the~~

~~Department with the report. The report shall be submitted within ninety days upon opening the structure or portion of the structure to traffic~~ in accordance with IIM-S&B-86 ~~or the latest revision.~~

No structure shall be placed into service if a Load Restriction (Posting) is required based upon the load rating analysis. The Design-Builder is responsible for all remedial measures and associated costs to make corrections to the design or as-built bridge.

2.6.2 Shop Drawings

The Design-Builder shall review and approve working/shop drawings and submit three approved sets to VDOT for ~~thee~~each proposed bridge structure. Reference should be made to Article 105.10 of VDOT Road & Bridge Specifications 2007.

2.6.3 FHWA Bridge Construction Unit Cost Report

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

2.6.4 Safety and Acceptance Inspection for the Proposed Bridges

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

1. A satisfactory safety/inventory inspection by VDOT as described below is required prior to Substantial Completion and opening the structure or portion of the structure to public traffic. This safety/inventory inspection by VDOT will serve as the initial inspection of the structure. Data gathered will include location, date completed, alignment, description, horizontal/vertical clearances, structure element description and condition data, and traffic safety features. Such inspections will be required prior to opening any newly constructed portion or phase of the bridge to traffic.

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

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

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

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

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

2.6.5 Railroad Crossing

For the Southern ~~interchange~~terminus, the Design-Builder should consider alternatives that would avoid the replacement or modifications to the existing bridge structure carrying the ~~CSX~~ Buckingham Branch Railroad Company (BBRR) over existing Route 29/250. The BBRR operates and maintains the rail line at this location via a lease arrangement with CSX Transportation, Inc. (CSXT). CSXT retains ownership of the right-of-way and has sole authority of its use. In the event that replacement or modifications are necessary, all services and costs related to the railroad underpass shall be the responsibility of the Design-Builder.

The Design-Builder will be required to coordinate the design of the replacement structure or any structural modification with the ~~CSX railroad~~BBRR and ~~their consultant representative/or its General Engineering Consultant (GEC)~~ and to ~~enter into a~~facilitate a construction agreement ~~with~~between ~~VDOT and~~ the Railroad prior to commencing any construction activities. ~~Such agreement and related force~~ Force account estimates are subject to the review and approval of VDOT.

This section provides information for work requirements and coordination with ~~CSX~~BBRR by the Design-Builder. The Design-Builder shall incorporate the appropriate railroad design and construction requirements for railroad crossings and any roadway that may parallel or encroach on ~~CSX~~CSXT railroad right-of-way. Designs impacting on CSXT railroad right-of-way shall meet or exceed the applicable requirements or criteria, as provided by the railroads.

Additional requirements regarding the Design-Builder's designs, work and coordination, review, and approval of that work by ~~CSX~~BBRR is found in the CSXT Construction Submission Criteria, ~~CSX~~CSXT Criteria for Overhead Bridges, ~~CSX~~CSXT Undergrade Bridge Criteria, CSXT Concrete Specification, CSXT Criteria for ballast Deck Bridges, CSXT Special Provisions and ~~CSX~~BBRR Insurance Requirements documents and in the Division I Amendments (Part 5) to the Standard Specifications, all as supplemented and/or amended herein and Special Provision Section 107.19 Railway-Highway Provisions. The CSXT Undergrade Bridge Criteria, CSXT Concrete Specification, and CSXT Criteria for ballast Deck Bridges specifications can be found in the RFP Information Package.

Minimum allowable clearance above the highest rail is twenty-three (23) feet vertically, and twenty five (25) feet horizontally measured perpendicular from the centerline of the track, as depicted in the original plans (included in the Supplemental Information Package) but should be coordinated precisely with the Railroad. Design-Builder shall refer to CSX Criteria for Overhead Bridges and Standard Clearances for Overhead Structures.

The Design-Builder shall coordinate directly with CSX's BBRR and/or its General Engineering Consultant (GEC) and VDOT during the design phase of the project. Up to forty-five (45) days will be required to review all design submissions. Up to an additional forty-five (45) days will be required to review any subsequent submissions returned not approved. The Design-Builder shall coordinate all design for any proposed overpasses or underpasses of CSX BBRR with VDOT at the following address:

Mr. M. A. (Mike) Garber
Rail Project Specialist
Virginia Department of Transportation
Scheduling & Contract Division
1401 East Broad Street
Richmond, VA 23219
Ph. 804-225-3935
FAX 804-225-2447

The Design-Builder shall coordinate all construction related correspondence for the construction for any proposed overpasses or underpasses of CSX BBRR directly with VDOT BBRR and/or its GEC, acting as the Construction Monitoring Representative (CMR). Up to forty-five (45) days will be required to review all construction submissions. Up to an additional forty-five (45) days will be required to review any subsequent submissions returned not approved. Revision to Design-Builder's submissions may not be field approved. Any deviations from a previously accepted plan, including crane substitutions, will require a formal resubmission of the procedure for review and acceptance prior to performing any work. The Design-Builder shall coordinate with the following contact and address unless otherwise specified:

Mr. Alan Leatherwood, P.E.
Track and Structures Project Specialist
Buckingham Branch Railroad
Telephone 434-983-3300
Cell 434-390-8821
Fax 434-983-3270

Upon receipt of notification, ~~the CMR BBRR~~ and/or its GEC will direct the Design-Builder to the local CSX BBRR construction contact for the project. All communication and correspondence

with VDOT, the ~~CMR~~GEC and ~~CSX~~BBRR shall reference the location as: West Charlottesville, Albemarle County, VA and Milepost as _____, _____ ~~Division~~, _____ ~~Subdivision~~ and ~~OP#VA~~_____.CA-184.5.

The Design-Builder shall not enter into any agreement with any governmental authority with jurisdiction over any Governmental Approval, Utility Owner, Railroad, property owner, or other third party having regulatory jurisdiction over any aspect of the Project or Work or having any property interest affected by the Project or the Work that in any way purports to obligate VDOT, or states or implies that VDOT has obligation, to the third party to carry out any activity during or after the end of the Term, unless VDOT otherwise approves in writing in its sole discretion. The Design-Builder has no power or authority to enter into any such agreement with a third party in the name or on behalf of VDOT.

The Design-Builder must coordinate all work activities on, over or directly adjacent to Railroad right-of-way daily with Railroad's designated or authorized representative in order to complete this project safely and efficiently.

The Design-Builder must not use ~~CSX~~BBRR/~~CSX~~T right-of-way for storage of materials or equipment during construction. The ~~CSX~~BBRR/~~CSX~~T right-of-way must remain clear at all times. If the Design-Builder has no other means of storage of materials, ~~CSX~~BBRR/~~CSX~~T may allow the Design-Builder to apply for a Lease Agreement between ~~CSX~~CSXT and the Design-Builder. The application is found online at www.csx.com. Said lease will be at the sole cost of the Design-Builder with no additional cost to or reimbursement from VDOT.

All grading or construction machinery that is left parked near the track unattended shall be effectively immobilized so that it cannot be moved by unauthorized persons. The Design-Builder shall protect, defend, indemnify and save Railroad, as far as state law will allow, and any associated, controlled or affiliated corporation, harmless from and against all losses, costs, expenses, claim or liability for loss or damage to property or the loss of life or personal injury, arising out of or incident to the Design-Builder's failure to immobilize grading or construction machinery.

Upon completion of the work, the Design-Builder shall remove from within the limits of the Railroad rights of way, all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of the Design-Builder, and leave said ~~rights-right-of-way~~ in a neat condition satisfactory to the ~~Chief Engineer of the Railroad~~BBRR or ~~his~~its authorized representative. All erosion control items installed for the protection of Railroad property shall be removed after the Design-Builder has received approval from the railroad authorized ~~CMR~~representative.

A Railroad Construction Agreement must be drafted between the ~~Design-Builder~~, VDOT, and ~~CSX~~BBRR. The Design-Builder shall abide by the provisions of the Railroad Construction Agreement. Periodically, throughout the project duration, the Design-Builder will be required to meet, discuss, and if necessary, take immediate action at the discretion of the ~~CMR~~BBRR or ~~Railroad personnel~~its GEC to comply with provisions of that ~~agreement~~Agreement and these specifications.

This project will require use of CSXBRR Flagmen to protect train operations from project activity in the area of the tracks. While CSXBRR cannot guarantee the availability of flagmen at all requested times, every accommodation will be extended to the ~~Contractor~~ Design-Builder when forces are available. Flagging requests should be made to CSX Roadmaster, Mr. Alan Leatherwood, P.E. at (434) 983-3300 at least thirty (30) days in advance. Termination or cancellation of a flagman requires ten (10) days notice to avoid incurring costs.

The Department has estimated that 3,000 hours for Railroad flagging service will be required for this Project if a complete bridge replacement is required. VDOT will reimburse CSXBRR for the cost of this service as a project expense in accordance with the Railroad Construction Agreement and shall not be included in the Offerors Lump Sum Bid. If these estimated hours are exceeded and VDOT is required to reimburse CSXBRR for the cost associated with the hours exceeding those established above, the excess amount to reimburse CSXBRR will be deducted from the payment due the Design-Builder's current Application of Payment. As such, the total Contract Amount will continue to be reduced accordingly.

No work shall be undertaken on, over or adjacent to the facilities ~~owned~~ operated by CSXBRR until the flagman (or flagmen) is present at the job site. The Railroad has sole authority to determine the need for flagging required to protect its operations. The requirements of such services will be whenever the Design-Builder's personnel or equipment are or are likely to be, working on the Railroad's right-of-way, or across, over, adjacent to, or under a track, or when such work has disturbed or is likely to disturb a railroad structure or the railroad roadbed or surface and alignment of any track to such extent, that in the Railroad's opinion, the movement of trains must be controlled by flagging. The Design-Builder's work requiring railroad flagging should be scheduled to limit the presence of a flagman at the site to a maximum of fifty (50) hours per week. The Design-Builder shall receive Railroad approval of work schedules requiring a flagman's presence in excess of forty (40) hours per week, and is additionally subject to the holidays, standard days off, or other work day restrictions of the Railroad. Please note: Actual track time available on any given day may vary. When flagging begins, the flagman is usually assigned by the Railroad to work at the project site on a continual basis until no longer needed and cannot be called for, or requested on an on-call basis. If flagging becomes unnecessary and is suspended, it may take up to 30 days to again obtain from the Railroad. If, after the flagman is assigned to the project site, a Railroad emergency arises that requires the flagman's presence elsewhere, then the Design-Builder shall delay work on Railroad right-of-way until such time as the flagman is again available. VDOT will not be responsible for any additional payments to or claims from the Design-Builder resulting from any such delays and resulting expenses incurred by Design-Builder except that an extension of time may be considered.

Additional requirements regarding flagging are found in Division I Amendments (Part 5) to the Standard Specifications, Section 107.19 Railroad-Highway Provisions.

Insurance policies will be required to be in place and approved prior to any work commencing on or that could potentially impact CSXBRR/CSXT Railroad right-of-way and tracks. Design-

Builder shall submit all required insurance information in accordance with the current ~~CSX Railroad~~BBRR Insurance Standards for approval (Division I Amendments (Part 5) to the Standard Specifications, Section 107.19 and Special Provision 107.19 which contains additional information). The complete original policies should be submitted to:

Mr. Giles Scott
Manager—, Pricing and Insurance
CSX Transportation, Inc.

Buckingham Branch Railroad Company
P.O. Box 336
Dillwyn, VA 23936
Phone: _____434-983-3300
Fax: _____
Email:
FAX: 434-983-3270

The Design-Builder will be required to maintain all areas adjacent to, over, or impacting the railroad, until such time as final completion has been accepted by ~~CSX~~BBRR/VDOT begins its maintenance of the area and provides a release of such maintenance. During the prosecution of work, however periodic, and during non-work periods, the Design-Builder will maintain its responsibilities with respect to ~~CSX~~BBRR and the use of any right-of-way under ~~CSX's~~BBRR/CSXT's control.

It will be the Design-Builder's sole responsibility to reimburse Railroad for actual loss and expense incurred or suffered by Railroad in the event Railroad must stop, delay or detour trains by reason of Design-Builder or any sub-contractor under contract to the Design-Builder actions which results in substandard clearances, fouling, blocking or creating any other obstruction or unsafe condition of Railroad's tracks and right-of-way which prevents the free passage and operation of trains on Railroad's tracks and right-of-way. VDOT will not be responsible for any additional payments to or claims from the Design-Builder resulting from any such delays and resulting expenses incurred by Railroad except that an extension of time may be considered.

Unless otherwise noted, the costs of all work required by this Section and any referenced material or requirements, including but not limited to, insurance, compliance with ~~CSX~~BBRR safety requirements, planning, design standards, scheduling, correspondence, coordination, erection plans, shoring plans, track monitoring and demolition plans, designs by a registered Professional Engineer in the Commonwealth of Virginia, shall be included in the Offerors Lump Sum Bid. No separate measurement or payment will be made for the work involved or the costs of complying with the ~~CSX~~BBRR design and construction requirements contained in the RFP documents and herein unless specifically listed as pay items in other contract documents.

2.7 Survey

In 1995, on behalf of VDOT, Parsons Brinckerhoff contracted with Rouse-Sirine Associates to prepare complete field survey and mapping conforming to then-current VDOT standards. Aerial photography with targets suitable for photogrammetric mapping was obtained in May of 1996 and final mapping was completed in December of 1998. The Design-Builder shall be responsible for setting all Right-of-Way Monuments in accordance with the VDOT Survey Manual. The Design-Builder will be responsible for providing new survey and mapping necessary to prepare project final design plans to meet current VDOT requirements.

Resurvey shall be provided by VDOT. The mapping to be provided will be base planimetric level mapping only from a planned fixed wing flight to be made this winter. Additional survey control will be placed on the ground for this flight. The mapping will be provided in English units at 1"=25 feet on VDOT coordinates and will need to be augmented by the selected Offeror in order to capture fill-in areas that are obscured. Visible topography and utilities will be captured, but text identification, utility designations, drainage surveys and property surveys will not be included with the base mapping. It is intended that the mapping be presented at award and the remaining survey needs to be the initial effort that will be completed by the selected Offeror and will be suitable for final design of the Project.

Offerors should be aware that Virginia Code 33.1-94 requires that notice "be sent to the owner by mail, at the address recorded in the tax records, not less than 15 days prior to the first date of the proposed entry. Notice of intent to enter shall be deemed made on the date of mailing."

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

The Design-Builder shall be responsible for setting all Right-of-Way monuments according to the survey manual. RM-2 type monuments will be required.

2.8 Geotechnical Work

A supplemental preliminary subsurface geotechnical investigation ~~is currently being~~ has been prepared by VDOT. The results of the investigation ~~will be~~ are documented in a Geotechnical Data Report (GDR) and provided to the Offerors ~~via an Addendum to this~~ in RFP ~~Information Package.~~ The primary purpose of the geotechnical investigation ~~will be~~ is to describe the near-surface nature of soils and characterization of, or depth to, rock for earthwork considerations, estimation of rock excavation quantities and structure foundation types and depths. The GDR ~~will also~~ provide ~~provides~~ minimum pavement structure design requirements for new mainline and shoulder areas and provide existing pavement structure information and overlay design for sections of Route 250 and Route 29.

The minimum pavement structure design recommendations and overlay design recommendations could change once the Design-Builder performs the final geotechnical engineering investigation.

In 1997, the Virginia Department of Transportation completed preliminary subsurface geotechnical investigations and the results are reported in the 1997 Geotechnical Study included in the Supplemental Information Package. ~~A supplemental preliminary subsurface geotechnical investigation is currently being prepared by VDOT. The results of the investigation will be documented in a Geotechnical Data Report and provided to the prospective Design Builders. The primary purpose of the geotechnical investigation will be to provide information to the Design Builders regarding the depth of rock within the Project alignment, for use in determining rock excavation quantities and structure foundation types and sizes.~~ The preliminary geotechnical data is provided for Design Builders' information in accordance with Section 102.04 of Division I Amendments to the Standard Specifications and should be verified by the Design-Builder. ~~It shall be the responsibility of the successful Design Builder to perform additional subsurface investigations sufficient to meet or exceed both Chapter 3 of the VDOT Manual of Instructions ("MOI") for Material Division and Section 700.04(c) of the VDOT Road and Bridge Specifications.~~ Any design and subsurface information provided by VDOT must be validated, augmented, and certified by the Design Manager as necessary to provide the final design.

Design Builder's Scope of Work will include geotechnical engineering services in accordance with VDOT Manual of Instructions for Geotechnical Design. Such geotechnical engineering services shall meet the specific needs of the Design-Builder's particular design.

The Design-Builder is required to perform supplemental design level geotechnical investigations to validate the preliminary design information included in this RFP and any future addendums. The geotechnical engineering investigation performed by the Design-Builder shall meet or exceed both Chapter 3 of the VDOT Manual of Instructions ("MOI") for Material Division and Section 700.04(c) of the VDOT Road and Bridge Specifications.

The Design-Builder shall collect appropriate data for geotechnical evaluation of embankments, soil cuts, rock cuts, retaining walls, signal pole foundations, culverts, storm water management facilities, bridge structures, minor structures (including drainage pipes), and any other earth supported structures or elements of highway design and construction. The Design-Builder will be responsible for obtaining all permits required for any additional borings needed in performance of the Design-Builder's geotechnical investigation for this Project. The Design-Builder shall complete laboratory tests in accordance with pertinent ASTM or AASHTO standards and analyze the data to provide design and construction requirements. Soils, aggregate, concrete and other materials tests shall be performed by a laboratory accredited through the AASHTO Accreditation Program (AMRL and CCRL) for each test it conducts for the Project, unless otherwise approved by VDOT.

In addition to being included in the Project Geotechnical Engineering Report, the Design-Builder shall provide electronic copies of all subsurface explorations in accordance with the boring log template available on the website address included in Chapter 3 of the VDOT MOI's for

Materials Division. The electronic files shall be provided by a certified professional geologist or a registered professional engineer in the Commonwealth of Virginia, in gINT© software. Upon request, VDOT will provide the gINT files created from the previous and current investigations.

Where applicable, the Design-Builder shall incorporate reliability assessments in conjunction with standard analysis methods. An acceptable method for evaluation of reliability is given by Duncan, J.M. (April 2000) *Factors Of Safety And Reliability In Geotechnical Engineering*, Journal of Geotechnical and Geo-environmental Engineering, ASCE, Discussions and Closure August 2001. A suitable design will provide a probability of success equal to or greater than 99.9 percent. The aspects of this Project for which reliability assessments shall be made include the selection of soil parameters used in the design of all foundations and retaining walls and the factors of safety for slope stability. Except as mentioned above, reliability assessments need not be performed for structural foundations and retaining walls, which will be evaluated based on the required limit states in LRFD. The Design-Builder may propose to identify specific, non-critical features, and alternative methods for evaluating variability of subsurface conditions, reliability and minimum factors of safety, prior to submission of its design calculations and drawings. The Department may, in its sole discretion, accept or reject such proposed methods.

The Design-Builder shall submit to the Department for its review all geotechnical design and construction memoranda and/or reports that summarize pertinent subsurface investigations, test, and geotechnical engineering evaluations and recommendations utilized in support of their design/construction documents. This submittal shall be made at least 90 days in advance of the submittal of any final design/construction documents that is dependent upon the geotechnical evaluations and recommendations. To accommodate the actual design and construction schedule deemed appropriate by the Design-Builder, numerous Design Memoranda may be submitted in lieu of a Geotechnical Design Report, with a Final Geotechnical Design Report submitted after all Design Memoranda have been submitted and accepted. Technical specifications for construction methods that are not adequately addressed in the Standard Specifications shall be provided by the Design-Builder as part of the final design/construction documentation. Prior to submittal of any final design/construction documentation, the Design-Builder shall review the final design/construction documents to assure that it appropriately incorporated the geotechnical components and shall submit evidence of this review to accompany the final design/construction documentation. The Design-Builder shall reference the drawings that incorporate the pertinent results. The Design-Builder's Quality Assurance and Quality Control Plan shall document how each specific geotechnical recommendation or requirement will be addressed in the final design/construction documentation. The results of the geotechnical investigation and laboratory results shall support design and construction efforts to meet the requirements outlined in this Section.

2.8.1 Minimum Pavement Sections

Minimum pavement sections and the anticipated locations for these sections ~~will be~~ provided for proposal preparation purposes only. If the Design-Builder confirms that the minimum pavement sections are inadequate for actual design/construction conditions, it shall notify VDOT

during the Scope Validation Period of the necessary changes and proposed price adjustments, if any. Acceptable changes are limited to increasing the thickness of the base or subbase layers specified below. Any changes to the minimum pavement sections noted below must be approved by VDOT prior to implementation. The Design-Builder shall be responsible for the final design and construction of the pavements for this Project as approved by VDOT and in accordance with the Contract Documents.

The Design-Builder shall prepare and incorporate the validated pavement sections into the plans, typical sections, profiles and cross-sections in accordance with the applicable manuals noted in Section 2.1.1 of this document. This includes drainage and subdrainage requirements to ensure positive drainage both within the pavement structure and on the pavement surface.

A preliminary pavement design was prepared when the Project was originally developed. ~~However; however,~~ since the Project has been delayed and the preliminary report assumed that the Project would have been constructed years prior, the minimum pavement sections as well as the mill and pavement build-ups ~~are being~~ have been updated. The minimum pavement sections for new mainline, shoulder, and secondary roads ~~will~~ shall be ~~included in the GDR set to be released in an Addendum to this RFP as follows:~~

Flexible Pavement Minimum Pavement Sections (Mainline)

		US 29 Western Bypass	Earlsville Road	Lambs Road	Woodburn Road	Roslyn Ridge Road
Description	Type	Thickness (in)				
Surface	SM-12.5A	--	2.0	2.0	2.0	2.0
	SMA-12.5 (76-22)	2.0	--	--	--	--
Intermediate	IM-19.0A	--	3.0	2.5	2.5	2.0
	SMA-19.0 (70-22)	2.0	--	--	--	--
Base	BM-25.0A	6.0	3.0	--	--	--
Subbase	21B	12.0	9.0	7.0	8.0	6.0
Total	--	22.0	17.0	11.5	12.5	10.0

Flexible Pavement Minimum Pavement Sections (Shoulder)

		US 29 Western Bypass	Earlsville Road
Description	Type	Thickness (in)	
Surface	SM-12.5A	2.0	2.0
Intermediate	IM-19.0A	2.0	2.0
Base	BM-25.0A	--	--
Subbase	Aggregate Base	18.0	12.0
Total	--	22.0	16.0

Rigid Pavement Minimum Pavement Sections (Mainline & Shoulder)

Description	Type	US 29 Western Bypass (mainline)	US 29 Western Bypass (shoulder)
		Thickness (in)	
*CRCP Wide Lane (14 feet)	--	10.0	--
Surface	SM-12.5A	--	2.0
Intermediate	IM-19.0A	--	2.0
Subbase	21A	6.0	12.0
Total	--	16.0	16.0

*Rigid pavement is to be continuously reinforced per VDOT standards.

2.8.2 Geotechnical Requirements

2.8.2.1 Settlement

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

Design and construct pavements, subgrades, and embankments to include new construction at the tie-ins to existing bridge structures shall meet the following post-construction settlement tolerances:

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

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

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

2.8.2.2 **Structure Settlement**

The Design-Builder shall consider settlement and design foundations (bridges, retaining walls, and other structures) based upon the criteria in Attachment A entitled Additional Foundation Criteria found in the RFP Information Package.

In summary, the additional foundation criteria found in the Supplemental Information Package provides two options for managing settlement of structures; a) limit total settlement to 0.5 inch and subsequently limits the need for a refined analysis of the superstructure and substructure or b) allow the Design-Builder to design the structure for their estimates of elastic, consolidation and secondary settlement (total settlement) and subsequently communicate the total and differential settlement in the General Note. In either case, a General Note is to be included on the plans that communicates the amount of settlement evaluated and accommodated by the structure.

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

2.8.2.3 Bridge Foundations

Design-Builder shall investigate the bridge foundations areas and design foundations consistent with Chapter 3 of the VDOT Materials Manual of Instructions (MOI), AASHTO LRFD Bridge Design Specifications referenced in the RFP and with the following supplemental criteria:

- To determine subsurface conditions for all bridges within the Project, a minimum of two borings shall be drilled for each substructure unit. It should be noted that a number of borings have already been completed at the bridge substructure locations and if they are acceptable to the Design-Builder, can be counted as partially or fully satisfying this condition. Boring depths and laboratory testing shall provide information required for analyses and development of foundation designs based on AASHTO requirements as well as for design of temporary shoring for construction and other requirements in the RFP.

2.8.2.4 Slope Stability

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

- The maximum slope to be used for each cut and/or roadway embankment fill slopes shall be determined by the Design Builder.
- For soil embankment slopes, the slopes shall be no steeper than 2H:1V.

The following factors of safety are to be used with limit equilibrium methods of analysis to determine factors of safety for representative sections of all soil cut and soil embankment fill slope areas 10 feet or more in height and/or where slopes are supporting, or are supported by, retaining structures. The factors of safety listed in Table 3 below are valid for subsurface investigations performed in accordance with Chapter III of the Materials Division’s Manual of Instructions or for site specific investigation plans approved by the District Materials Engineer. Approval of site specific investigation plans with reduced boring frequency may require higher factors of safety.

Table 3: Minimum Factors of Safety for Soil Cut/Fill Slopes

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

Notes:

- A critical slope is defined as any slope that is greater than 25’ in height, affects or supports a structure, impounds water or whose failure would result in significant cost for repair, or damage to private property
- Site specific in-situ tests include both ground water measurements and SPT testing but may also include CPT or DMT
- Parameters for critical slopes involving structures must be based on specific laboratory testing

4. Cut slopes in areas with pre-existing landslides or instability shall be designed based on residual drained friction angle.
5. Problem soils (very soft soils, very loose soils, fissured or heavily over-consolidated soils), must be analyzed using shear strength parameters determined from appropriate laboratory strength tests in accordance with accepted local engineering practice
6. The specific orientation of rock joints in rock where cuts are planned shall be investigated using methods sufficient to obtain joint/bedding orientation. Any rock slope/face, regardless of height, shall be analyzed using limit equilibrium methods taking into account any and all rock discontinuities and properties thereof.
7. Construction plans shall specify use of soil types consistent with the parameters used in slope analyses.
8. Incorporate reliability assessments as referenced above.

2.8.2.5 **Embankments**

The following specific minimum requirements are included for embankments constructed on the Project:

- See settlement requirements in Section 2.8.2.1. In addition, where settlement is anticipated in foundation or embankment soils, testing and analyses shall be provided to indicate that ninety percent (90%) of the predicted settlement will be completed by the end of construction, that there are no negative impacts on drainage infrastructure including pipes, gullies and swales, and that the maximum differential settlement between bridge foundations, abutments and approaches is less than 0.5 inch. Settlement monitoring including settlement plates and surface monuments (settlement points) shall be included to verify estimated results versus actual performance if warranted from Section 2.8.2.1.
- A minimum thickness of 3-feet of rock shall be placed at the base of all embankments and fills.

2.8.2.6 **Rock Cuts and Rock Excavation**

The design of cut slopes in rock shall satisfy the following procedures and minimum requirements:

- Review Existing Geologic Information: The Design-Builder shall review all available geologic information including published and unpublished geologic information and previously prepared geotechnical reports. In accordance with their approved QA/QC Plan, the Design-Builder shall submit to the VDOT PM in writing, a catalog of geological information examined. The catalog or list shall be certified by the Project Geotechnical Engineer.
- Perform a Field Reconnaissance: Perform a site reconnaissance that includes but is not limited to logging of rock exposures in and around the project area, measurement of the orientation and condition of bedding and joints and other discontinuities in exposures. Particular attention shall be given to material within the discontinuities, such as in-filling, weathered rock, soil, fault gouge and breccia, etc. The discontinuity information shall sufficient to be used in a stereonet analysis and any other relevant methods, including the risk of block, wedge, or toppling failures in the proposed rock cut slope.

- **Laboratory Testing:** The Design-Builder shall conduct laboratory testing on rock core samples consisting, at a minimum, of direct shear of joints, direct shear of saw cuts, point load and unconfined compressive strength testing for the development of design parameters.
- **Rock Cut Slope Criteria:** Design all rock slopes to provide a safety factor of at least 1.5 for critical slopes and 1.3 for non-critical slopes. Safety factors shall consider wedge, slab and toppling failure modes. Each slope shall be analyzed specifically and designed to the actual site-specific conditions encountered at the respective location.
 - Critical slopes include any cut or naturally-occurring section consisting of rock, greater than 25 feet in height, or any cut section greater than 25 feet in height with rock beds or veins greater than 1 foot in width, which affects or supports a structure, or whose failure would result in significant cost for repair or damage to private property; or any cut or naturally-occurring section consisting of rock, of any height, adjacent to an Interstate or primary route.
 - Non-critical slopes include any cut or naturally-occurring slope consisting of rock less than 25 feet in height, or any cut slope less than 25 feet in height with rock beds or veins greater than 1 foot in width that does not affect or support a structure, or whose failure would not result in significant cost for repair or damage to private property.
- **Rockfall Containment Ditch:** The Design-Builder shall include a rockfall containment ditch at road level to be incorporated into the final design. This ditch will be designed using either the “Ritchie Ditch” (Ritchie, 1963) or the “Oregon Ditch” (Pierson et al, 2001) criteria. The ditch shall be designed to drain and prevent ponding of water. Rock fall fence barriers, draped fencing, guardrail or other rockfall control methods of any kind will not be allowed for the final design. The Design-Builder may propose alternative methods of rockfall protection during construction.
- **Apply CRSP, Catchment Area Design Guide, or similar analytical method to evaluate rockfall potential of existing or proposed slopes.** The analytical method used for assessing rockfall shall consider completed slope at the end of construction and the long-term slope conditions with weathering impacts, such as talus buildup. Demonstrate that no rock enters the travel lanes after 10 or more simulations of 100- to 1000-clast events.
- **Develop Geologic Cross-Sections:** The Design-Builder shall develop cross-sections showing the geologic and proposed cut configuration at a ~~minimum~~maximum spacing of 50-~~00~~-foot intervals along the alignment to verify the effectiveness of the design. Changes and transitions in slope configurations and ratios based on design borings and field observations shall be smooth rather than rapid and frequent where variations between borings are obtained.
- **Drainage Gullies:** The Design-Builder shall review proposed cut slope areas for existing drainage ways that will be intersected by the cut causing water to be discharged over the face of the slope, increasing the potential for rockfalls and erosion of the slope.
- **Blasting Control:** The Design-Builder shall include as part of the design team a blasting consultant, approved by the Department, with a minimum of 5-years experience developing

blasting plans and providing oversight of blasting operations on highway projects in rock having comparable geologic lithology. A resume to include qualifications and relevant experience of the person responsible for review of blasting plans and oversight of blasting operations shall be submitted to the Department for approval before review and approval of the blasting plans. The consultant shall review the blasting plans used by the blasting contractor to verify it includes the results of blasting on a test section. The consultant shall make regular visits to the site as excavation progresses to verify that the plan need not be modified. The Design-Builder may utilize an in-house blasting expert to perform the role of the blasting consultant providing they meet the same minimum requirements as the blasting consultant noted above, have been approved by the Department and are not directly involved in the development of the blasting plans.

- Test Blast: The Design-Builder’s blasting consultant shall design a test blast that replicates the intended “weight per delay” and number of charges typical for a production blast. Seismic monitoring shall be provided for the test blast that includes monitoring points in proximity to the blast and at distances removed from the blast. Seismic records from the test blast shall be used to determine the regression of velocity and acceleration at various distances from the test blast. These data shall be used to control the weight per delay as the blasting program progresses. Provide results from test blast program to VDOT prior to production blasting.
- Control vibrations to less than 0.5 ips (inches per second) at the nearest structure. In addition to private/adjacent properties, this includes structures under construction and structures owned by VDOT. The ~~contractor~~Design-Builder will be responsible for repairing any and all damage to adjacent facilities and structures for construction-induced damage.
- Coordination and Review by Project Geotechnical Engineer: The Project Geotechnical Engineer shall be on-site during grading operations or visit the site at sufficient intervals during construction to review slope excavation operations and verify the planned slope design is suitable or make modifications as approved by VDOT.

2.9 Hydraulics

2.9.1 General

The Design-Builder shall provide and/or perform all investigations, evaluations, analysis, coordination, documentation, and design required to meet all Hydrologic and Hydraulic, Drainage, Stormwater Management, Erosion and Sedimentation Control, Stormwater Pollution Prevention, and Virginia Storm Water Management Program permitting requirements of the standards and reference documents listed in Section 2.1.1.

2.9.2 Hydrologic and Hydraulic Analysis (“H&HA”)

~~For~~An H&HA, including scour analysis shall be completed for bridges over waterways and major culvert crossings ~~with~~that have a total 100-year ~~discharges exceeding~~design discharge greater

~~than 500 cfs, the Design Builder shall deliver to VDOT an H&HA for the proposed structure improvements.~~ These analyses shall be submitted to VDOT for review and approval prior to the commencement of construction at the 30% to 50% and final plan stages. The H&HA shall include an established level of construction tolerance to allow for the hydraulic performance established in the H&HA to be maintained. The approval of the H&HA represents a hold point in the Design-Builder's CPM Schedule. The structures shall be designed by the Design-Builder to meet all applicable requirements in accordance with the standards and reference documents listed in Section 2.1.1, including current ~~FEMA, FHWA,~~ Federal Emergency Management Administration (FEMA), Federal Highway Administration (FHWA), and VDOT guidelines as described in the VDOT Drainage Manual (including current Errata Sheet), Hydraulic Design Advisories and applicable IIMs.

~~If required, a scour analysis shall be performed in accordance with accepted design and analysis procedures. Once scour countermeasures and armoring are identified, the H&HA shall be updated to account for the scour countermeasures and armoring placement. These~~ The hydraulic analyses shall be incorporated into a final report and be accompanied ~~documented~~ by a ~~the~~ completed VDOT LD-293, ~~LD-293C, LD-293D form.~~ forms. The Design-Builder shall provide VDOT two (2) paper and two (2) electronic copies ~~on CD of the final H&HA Report and LD-293~~ (Adobe PDF format) ~~and of the final H&HA, HEC-RAS (or other VDOT approved analysis software for this project) Files (in native format).~~ and LD-293. The final H&HA submittal is to include the completed VDOT form LD-450.

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

2.9.3 Drainage

The Design-Builder shall complete the final drainage design for the Project, including the design of culverts, open channels, storm sewers, underdrains, bridge deck drainage assemblies and structure, adequate outfall analysis (in accordance with State Minimum Standard 19 of the Virginia Erosion and Sediment Control Regulations), stormwater management facilities, and erosion and sediment control measures as required and in compliance with the standards and reference documents listed previously in Section 2.1.1 of this document. The Design-Builder shall provide VDOT two (2) paper and two (2) electronic copies on CD of a final drainage report incorporating all drainage

calculations including pre and post development ~~flows~~discharges, capacities, and supporting data such as drainage areas (with maps), ground cover ~~conditions~~calculations, etc. in accordance with the documentation requirements outlined in the VDOT Drainage Manual.

It shall be the responsibility of the Design-Builder to develop the underdrain design including adequate outfall locations. The Design-Builder may, at its discretion, utilize access structure (i.e. manholes, cleanouts, etc.) in lieu of EW-12's in order to outfall an underdrain according to the guidelines set forth in the 2008 VDOT Road and Bridge Standards and the VDOT Drainage Manual while maintaining the ability for the underdrain to be accessed in the future for maintenance purposes.

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

A Multiple Phased Erosion and Sediment Control (“ESC”) Plan and Narrative, Stormwater Pollution Prevention Plan “SWPPP”, and a post construction Stormwater Management “SWM” Plan shall be prepared and implemented by the Design-Builder in compliance with applicable requirements of the standards and reference documents listed in Section 2.1.1 of this document ~~and~~including the Virginia Erosion and Sediment Control Law and Regulations and the Virginia Stormwater Management Program (VSMP) Law and Regulations. A report titled “Evaluation of Stormwater Management Strategies Route 29 Charlottesville Bypass” prepared and submitted by Shaw Yu, Ph.D, Elizabeth Fassman, Jenny Zhen, and Marsha Wu of the University of Virginia and submitted to VDOT in October 2002, is included in the ~~RFP~~ Supplemental Information Package FOR INFORMATION ONLY to aid the Design-Builder in the development of a post construction Stormwater Management Plan. The Design-Builder shall meet current requirements regardless of what requirements are used in this report.

The Design-Builder shall certify that the Erosion and Sediment Control Plans and Narrative and post construction Stormwater Management Plan have been designed and reviewed in accordance with the Virginia Erosion and Sediment Control and Stormwater Management Program ~~regulations~~Regulations, VDOT’s approved ESC and SWM Standards and Specifications and VDOT policies and procedures, including applicable I&IM. Before implementing any ESC or post construction SWM measures not included in VDOT's approved Standards and Specifications a variance or exception respectively must be requested through the District Hydraulic Engineer ~~(in accordance with the latest versions of IIM-LD-11.26 and 195.7).~~ A qualified person, other than the ESC and post construction SWM Plan designer ~~or VDOT personnel~~, who is certified as a authorized by the Department of Conservation and Recreation (DCR-Plan Reviewer) to perform plan reviews, shall independently review and certify the ESC Plans and Narrative and post construction SWM Plan and certify that the ESC Plans and Narrative and post construction SWM Plan for the Project are in accordance with VDOT’s Approved ESC and SWM Standards and Specifications. The Design-Builder shall complete and submit the ESC and SWM Plan Certification form (LD-445C) to the VDOT Project Manager ~~certifying the ESC and post construction SWM plan for the Project is in~~

~~accordance with VDOT's Approved ESC and SWM Standards and Specifications.~~ The Design-Builder shall provide VDOT two (2) paper and two (2) electronic copies each on CD of the final ESC Plan and Narrative, SWPPP and post construction SWM Plan including all calculations, analysis and evaluations required. The ESC Narrative shall specifically include calculations (with supporting data) documenting that the ~~design meets Minimum Standard 19~~adequate outfall requirements of the ~~Virginia Erosion and Sediment Control~~VSMP Regulations for each location ~~that where~~ stormwater ~~leaves is discharged from the project site (outfall)-Project.~~

Coverage under the VSMP General Construction Permit is required for the Project. The Design-Builder shall coordinate and submit required information to the VDOT Project Manager. The Design-Builder shall complete the applicable sections of the VSMP Construction Permit Registration form (LD-445), VSMP Construction Permit Fee Registration form (LD-445B), These forms along with the completed ESC and SWM Plan Certification form (LD-445C) ~~and submit this assembly shall be submitted~~ to the VDOT Project Manager. The VDOT Project Manager will review the submitted information and, if complete and acceptable, process a request for coverage under the VSMP ~~General~~ Construction Permit in accordance with VDOT's guidelines outlined ~~in the latest version of~~ IIM-242.3 or latest revision. Any information submitted by the Design-Builder found to be incomplete and/or unacceptable will be returned to the Design-Builder for corrective action and resubmission.

~~A-An~~ A-An ESC & SWM Plan and SWPPP for the entire Project must be submitted for review and approval with the initial application for the permit coverage. This Plan submittal shall include the proposed expected total Land Disturbance Area and Land Development Area, including any off-site facilities, for the entire Project. The Design-Builder shall not proceed with work covered by the permit until permit coverage is secured and the VDOT Project Manager releases the work in writing. It is noted that permit coverage acquisition, and subsequent release of work can take up to 90 days from the time that the Design-Builder submits request for coverage. This represents a hold point in the Design-Builder's CPM Schedule. Design-Builder shall provide a completed Stormwater Pollution Prevention Plan (SWPPP) Certification form (LD-445E) before commencement of any land disturbing activity and shall complete and include the SWPPP General Information Sheets in the plan assembly in IIM-LD-246.2 or the latest revision. The Design-Builder shall be responsible for compliance with construction-related permit conditions and shall assume all obligations and cost incurred by complying with the terms and conditions of the permit. Any fines associated with permit or regulatory violations shall be the responsibility of the Design-Builder. Upon completion of the entire regulated land disturbing activity (including final stabilization of all disturbed areas), the Design-Builder shall provide ~~updated as built~~ updated as built Permanent Best Management Practice (BMP) information in Section VI of the SWPPP General Information Sheets for each ~~Best Management Practice~~ post construction BMP placed into service on the ~~Project, project,~~ complete and sign the VSMP Construction Permit Termination Notice form (LD-445D) and submit it to the VDOT Project Manager for processing. The Design-Builder shall also have on-site during land disturbing operations an individual or individuals holding a DCR Inspector Certification, a DCR Responsible Land Disturber ("RLD") Certification and a VDOT Erosion and Sediment Control Contractor Certification ("ESCCC") to ensure compliance with all requirements. All costs and fees associated with applying

for, obtaining and complying with these certification requirements shall be included in the Offeror's Lump Sum Bid.

2.9.5 Post Construction Stormwater Management Facilities

The Design-Builder shall be responsible for the design and construction of ~~Stormwater Management Facilities~~ stormwater management facilities as required for the Project in accordance with the ~~Standards and Reference Documents listed in Section 2.1.1~~ latest version of this document including I&MIIM-LD-195.7, and the other standards and reference documents listed in section 2.1.1 including the Virginia SWM Handbook, Stormwater Management Program Law and shall comply with the minimum geotechnical requirements contained therein. The original plan set identifies Regulations. VDOT has identified potential locations for proposed post construction stormwater management facilities for as part of the Project plans included in the Supplemental Information Package. However, these locations are preliminary and have not been fully evaluated to determine if these locations are suitable, feasible or sufficient to address all of the stormwater management requirements of the Project, ~~meeting current VDOT guidance.~~ The Design-Builder ~~is to insure proper ingress, as part of their final design, shall evaluate these locations, and egress to any if found acceptable, develop a final post construction stormwater management facilities and that any specific proprietary facilities have proper maintenance details in the plans. The SWM Plan developed by the Design Builder must meet the current regulatory requirements plan.~~

If any of the locations are found to be unacceptable, the Design-Builder must identify other acceptable location(s) to meet the post construction stormwater management requirements of the Project. All stormwater management facilities shall be designed according to applicable standards and references in Section 2.1.1, including the latest version of IIM-LD-195.7 and the Virginia SWM Handbook, and shall comply with the minimum geotechnical requirements contained therein. The Design-Builder is to insure proper ingress and egress to any stormwater management facility and that any specific proprietary facilities have proper maintenance details included in the plans.

2.9.6 Other Drainage Requirements

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

The Hydrologic and Hydraulic computations, provided by the Design-Builder to the Department, shall include Drainage Area mapping, Hydrologic computations, Hydraulic computations, and the following forms: LD-204, LD-229, LD-268, LD-269, LD-347 and the SWM and Temporary Sediment Basin Summary Sheet.

2.10 Traffic Control Devices

The Project shall include the design and installation of all signs (permanent and construction), pavement markings and markers, and guardrail required throughout the project limits. In addition, along Route 29 Bypass, the Project shall include edge line rumble strips, delineators, raised pavement markers, 2/10th and whole mile markers. Final striping and signing plans are required from the Design-Builder for approval by VDOT and shall be included as planned work packages. All existing traffic control devices within the project limits shall be modified or replaced as necessary to meet current VDOT standards. Additional traffic Control Device requirements include:

- Design – The Design-Builder shall develop Traffic Control Device “TCD” designs that are not in conflict with existing and proposed utilities (both overhead and underground).
- Electrical Service Requirements – The Design-Builder shall be responsible for all work, materials and costs associated with obtaining power and maintaining power throughout construction for all Traffic Control Devices.
- Designation – The Design-Builder shall be responsible for locating and marking all underground utilities prior to any TCD installation work. In addition to Miss Utility of Virginia designation, at least seventy-two (72) hours prior to beginning TCD installation work, the Design-Builder shall contact VDOT Northwestern Region Operations (NWRO) Operations Maintenance Manager at (540) 332-9854 to determine the extent and location of all VDOT owned underground traffic signal equipment.
- Testing of Electrical Service Grounding System – The Design-Builder shall test the electrical service grounding system for each electrical service in accordance with Section 700.04 of the VDOT Road and Bridge Specifications. Along with the Quality Assurance Manager, a representative from VDOT NWRO Operations Maintenance shall witness the testing of the system. The Design-Builder shall contact VDOT NWRO Asset Management at (540) 332-9854 at least seventy-two (72) hours prior to the intended testing to arrange the testing dates and times.
- AutoTurn Simulation – The Design-Builder shall prepare an AutoTurn simulation that displays all turning movements and concurrent left turns at signalized termini. This simulation shall be submitted as a work package and be reviewed and approved by VDOT. This work package shall be submitted with or prior to the signals, signing, and pavement marking work packages

2.10.1 Signs

The Project shall include all required modifications to existing signs and sign structures and all required new signs and sign structures. All guide signs shall be designed using the Clearview font in accordance with Traffic Engineering Memorandum TE-337. Any existing signs on adjacent roadways that require relocation/ replacement and any new ~~interchange~~ signs due to construction activities shall be the responsibility of the Design-Builder, and shall be designed and constructed using MUTCD and VDOT Standards. An existing sign inventory shall be completed prior to site demolition in accordance with the VDOT Traffic Engineering Design Manual. The existing sign inventory must include all signs along the current US 29 corridor and the current US 29/250 corridor, that would be directly affected by any re-designation of Route names/numbers due to the bypass project. This existing information shall be submitted at the same time as the first plan submittal for proposed signing. All conductor/ communication cables shall be in conduit and junction boxes; no direct burial of cable will be allowed. Power cables and communication cables shall be in separate conduit systems. The Design-Builder shall accomplish the sign panel design using GUIDSIGN software. All Type V-A and Type VI-A sign post bolts shall be tightened to the appropriate torque values in the presence of the Quality Assurance Manager and documented. An approved sign plan for the project is required. The Design-Builder is responsible for developing a sign plan and is responsible for installing any new or overlay signs for all signs along the current US 29 corridor and the current US 29/250 corridor, that would be directly affected by any re-designation of Route names/numbers due to the bypass project.

2.10.2 Pavement Markings / Markers

The Design-Builder shall provide and install all required pavement markings and raised snowplowable pavement markers according to VDOT standards and policies and the Traffic Engineering Design Manual. All delineators must be installed per Section 1300 of the “2008 Road and Bridge Standards” along all gore areas. All new markings including edgelines, centerlines, lane lines and skip lines shall be 6-inch, Type B – Class VI patterned preformed tape. All markings placed on concrete surfaces shall use Type B – Class VI Patterned preformed tape with black contrast. All preformed arrows and messages shall be Type B – Class I Thermoplastic. All temporary markings are to be Class II and the Type shall be in accordance with Section 512.03 (i) of the “2007 Road and Bridge Specifications.” An approved pavement marking plan is required.

2.10.3 Guardrail

The Project shall include all necessary guardrail, fixed object attachments, end treatments and any incidental guardrail items. All substandard existing guardrail within the construction limits should be upgraded to current standards, as part of this project. Additionally, the Design-Builder shall provide a copy of the manufacturer’s recommendations for installation of all guardrail terminals and shall contact the VDOT Project Manager two (2) weeks prior to the installation of guardrail for a site review.

2.10.4 Traffic Signals

Traffic signals shall include, but not be limited to foundations, traffic signal poles, signal heads, conduit system, junction boxes, circuitry, video detection devices, emergency preemption, signal cabinets, control equipment, uninterruptible power supply (“UPS”), terminus lighting, signal interconnect conduit and wiring and signal related signing. Work shall include coordination with the utility company for power service and coordination with the Department for traffic signal installation. The following are requirements for all signals:

- Plan Sheets – The Design-Builder shall prepare signal plans at a scale of 1” = 25’.
- Signal Equipment – All signal equipment and components including UPS System shall be in accordance to the NWRO Regional Signal Contract, its special provisions and section 703 of the current VDOT Road and Bridge Specifications.
- Signal Timings – VDOT will provide the existing signal timings and phasing plans to the Design-Builder for all existing signals. Any signal timing adjustments necessary during construction shall be handled by the Design-Builder. Forty-eight (48) hours prior to any adjustments, VDOT shall be notified with the nature of the changes and when they are to be implemented. The Design-Builder shall notify VDOT prior to any planned traffic shifts or signal timing changes associated with the maintenance of traffic during construction. Subject to VDOT review and approval, the final signal timings and phasing plans for the entire corridor with all of the signals running in coordination shall be developed and implemented by the Design-Builder. Design-Builder will provide a Sim-Traffic analysis software file and all related documentation for the signal timings to VDOT as part of the approval process. Timing information should be compatible with the controllers being used in the system.

Signal Poles – All permanent traffic signals shall use MP-1 combination luminaire signal poles with mast arms (Type III & Type IV poles in accordance to NWRO Regional Signal Contract and its special provisions). Luminary mounting height shall be 30’. Design-Builder shall provide pull cord access from the top of the light fixture to the electrical service point. The Design-Builder will install all luminaries to be mounted on signal poles and make the connection to the electrical service inside the controller cabinet. Signal poles and arms should be designed to accommodate the loading associated with the Design-Builder’s plan development including, but not limited to signal heads, signs, video detection equipment, and emergency preemption equipment.

- Signal Pole Foundations – All signal pole foundations shall conform to VDOT Standard PF-8. Test bores shall be performed in accordance with Section 700.04(c) of the Road and Bridge Specifications. Copies of all test bore and soil sample results shall be provided to VDOT. Foundation designs shall be prepared and sealed by a Professional Engineer licensed in Virginia. Loading shall be developed using the Design-Builder developed plans and the specified requirements for the project.
- Signal Coordination – Route 29 from Earlysville Road intersection to the Airport/Proffit Road intersection is part of a coordinated system. Any proposed timing plans must be compatible with this existing coordinated system. Any timing changes to existing signalized intersections

will require an operational analysis of the corridor to ensure corridor timing objectives are met.

- Mast Arms – Mast arm lengths and loading requirements as specified in the Regional Signal Contract and its special provisions.
- Working Drawings – Working drawings for signal poles, mast arms, and foundation designs shall be submitted to VDOT for review and approval. All working drawings shall be submitted in accordance with Section 700.03 of the Road and Bridge Specifications and Section 105.02 of Part ~~5s5~~ of the RFP. All working drawings related to traffic control device structures and foundations will take a minimum of forty-five (45) days to review from receipt of the drawings.
- Spare Wires – All spare wires in the controller cabinets shall be labeled in accordance with Section 700.04(g) of the Road and Bridge Specifications. All unused wires in the signal heads shall be capped individually with crimp type caps.
- Signal Controller and Cabinet – The signal controller and cabinets shall have all necessary equipment and components required to make the signal operate in a fully functioning and conflict free matter. All signal cabinet foundations shall conform to VDOT Standard CF-4. Traffic signal uninterruptible power supply (UPS) shall be designed in accordance to NWRO Regional Signal Contract and Special Provisions.
- Conduits – The Design-Builder shall use PVC conduit for all underground installations. All exposed conduit shall be constructed of galvanized rigid steel. The Design-Builder shall use a box design (i.e. cross all three-to-four legs of the terminus, unless this is determined to be impractical). In general, the minimum conduit size shall be two runs of three (3) inch diameter, namely for service and lighting and an additional spare two (2) inch diameter conduit shall be installed. Conduit associated with lighting shall be 2” PVC conduit, separate from signal conduit runs. However, in all roadway crossings the minimum conduit size shall also be two runs of three (3) inch diameter, and an additional spare two (2) inch diameter conduit shall be installed. All conduits shall have a fill capacity of less than twenty-five (25) percent. Conduit placed under existing pavement sections shall be directionally bored.
- Junction Boxes – Junction boxes shall conform to VDOT standard JB-S2. The preferred junction box is size JB-S2. At least one JB-S3 shall be installed in close proximity to the signal controller cabinet. Separate junction boxes (Std. JB-S2) are required for street light service. A JB-S1 will be installed for the supplemental ground location of the electrical service grounding system.
- Signal Related Signing – The Design-Builder shall furnish and install all signal related signing in accordance with the MUTCD. Terminus Lane Control Signs shall be installed on the mast arms for all lanes in advance of the terminus, for all new signals.
- Full Color Operation – The new traffic signal installation shall not be placed into full color operation on Sundays, Mondays, Fridays, Saturdays, holidays, or days preceding or following

holidays, unless otherwise directed by the VDOT Northwest Regional Traffic Operations Manager.

- Pedestrian Accommodations – Route 29 Bypass is a non-pedestrian facility, however any signalized intersections at the north or south termini shall be evaluated to determine whether pedestrian accommodations or equipment are warranted. If they are warranted, the design-builder shall design and install all necessary pedestrian equipment.
- Signal Heads – Yellow aluminum signal head assemblies with louvered or metal backplates, twelve (12) inch LED lenses and half visors shall be provided on through movement traffic signal heads and full tunnel visors on all protected turn movements.
- Signal Head Wiring – The conduit and junction box system at each terminus shall accommodate fourteen (14) AWG – four (4) conductor wires for signal head assemblies.
- Signal Head Alignment – All signal heads should be aligned by ‘lane line extended’ methodology and in accordance with the MUTCD. A dedicated signal head shall be provided for each lane with the exception of dedicated right turn lanes.
- Left Turns – The design builder shall determine the appropriate left turn treatments based on guidance from the FHWA “Traffic Signal Timing Manual”.
- Right Turns – Right turn overlaps may be used when appropriate. All overlaps shall be approved by VDOT Northwest Regional Traffic Operations Manager.
- System Detection – The Design-Builder shall install video detection hardware, software and detection cameras mounted on mast arm signal brackets where applicable. Proposed location of video detection camera’s and detection zones shall be displayed on signal design plans.
- Preemption – All approaches to Project signalized termini shall be monitored with preemption hardware and wired with Opticom cable and confirmation lights in accordance with NWRO Regional Signal Contract and its special provisions. Confirmation lights shall require fourteen (14) AWG – four (4) conductor wiring.

2.11 Transportation Management Plan (TMP)

The Design-Builder shall develop and incorporate a Transportation Management Plan (“TMP”) in accordance with the requirements of L&D Memorandum IIM-LD-241.4. VDOT has determined this project to meet the criteria for a Type B project, Category 4. The TMP documents how traffic will be managed during the construction of the Project. The Design-Builder shall coordinate all work in accordance with the approved TMP. The TMP shall address safe and efficient operation of adjacent public transportation facilities and State Highways and shall reflect the Project’s Scope of Work and all applicable VDOT Standards and Specifications regarding allowable work hours. The Design-Builder will be responsible for any changes to the TMP that result from any changes required during construction that affect any part of the TMP. The TMP shall incorporate and address the following elements at a minimum:

2.11.1 Temporary Traffic Control Plans

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

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

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

Minimum traffic lane widths: maintain a minimum of 11' lanes on Route 29/250 Bypass both eastbound and westbound and existing Route 29, and all secondary roadways shall be existing width or no less than 11' lanes.

The Design-Builder shall perform a traffic analysis to determine any time restrictions for any lanes closures or flagging operations for the project. No lane closures are allowed on the following routes except during the times listed. The following time restrictions will be used, unless the traffic analysis indicates differently:

- On U.S. Route 29 – Albemarle County from Route 743 (Earlsville Rd.) to Route 33 (Greene County), one lane can be closed between 9:00 am to 3:00 pm and 7:00 pm to 4:30 am.
- On Route 631 (Rio Rd.) – Albemarle County from Route 743 (Earlsville Rd.) to the Northern City Limits of Charlottesville, one lane can be closed between 9:00 am to 3:00 pm and 7:00 pm to 4:30 am.
- On Route 743 (Earlsville Rd.) – Albemarle County from Route 631 (Rio Rd.) to the City Limit of Charlottesville, one lane can be closed between 9:00 am to 3:00 pm and 7:00 pm to 4:30 am.
- On Route 654 (Barracks Rd.) – Albemarle County from City Limit of Charlottesville to Intersection Route 601 (Old Garth Rd.), one lane can be closed between 9:00 am to 3:00 pm and 7:00 pm to 4:30 am.

No lane closures will be allowed, in either the northbound or southbound direction of Route 29, on Saturdays, Sundays, holidays, or University of Virginia's Spring Graduation.

Lane closures on all other roadways shall be minimized to the greatest extent possible.

Any requests to close a lane or perform a flagging operation outside the above requirements shall be submitted to the Area Construction Engineer (ACE) ~~Project Manager~~ for approval, at least two (2) weeks prior to the planned work.— Impacts of lane closures to local schools and neighborhoods shall be considered as part of the approval process. The Design-Builder shall provide two (2) days advance notice prior to beginning any planned lane closures. The Design-Builder shall ensure that the Staunton Traffic Operations Center (TOC) is notified at 1-866-597-1851 when lane closures or flagging operations are in place and again when they are removed.

A minimum buffer space of one (1) foot must be maintained between the edge of the traffic lane and any Channelizing devices.

Reductions in the speed limits within the work zones on Route 29 and Route 250 or the secondary roadways shall be reviewed and approved by the VDOT Northwest Regional Traffic Engineer in accordance with TE-350.1. The Design-Builder must complete a “Work Zone Speed Analysis” and provided it to the VDOT Project Manager for any reductions in the speed limits to be considered.

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

2.11.2 Portable Changeable Message Signs

Portable Changeable Message Signs (“PCMS’s”) shall be used in advance of the work zone when closing lanes on US 29. The Design-Builder shall provide at least two (2) PCMS’s along US 29, which are to be placed in advance of the Project in each direction. The Design-Builder shall provide additional PCMS’s as required once fully developed Maintenance of Traffic plans are available. PCMS’s shall also be used to provide en-route travel information about planned construction, delays or other sudden changes in travel conditions throughout the Project’s duration. All PCMS’s shall have the capability to be remotely controlled from the Staunton Traffic Operations Center (“TOC”). All PCMS’s shall be equipped with CDMA modems with NTCIP Compatible for communication between the sign and the TOC. All PCMS’s shall be Solar Tech, Vermac, or of an equivalent manufacture compatible with Staunton Traffic Operations Center Advanced Traffic Management System, OpenTMS, by Open Roads Consulting, Inc. The PCMS shall be placed in a semi-permanent location, protected from traffic but highly visible to the public. The PCMS shall be operational remotely before any lane closures associated with the Project are established. The Design-Builder shall coordinate the acquisition/implementation of PCMS’s with the VDOT Project Manager.

2.11.3 Transportation Operations Strategies

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

2.11.3.1 Incident Management

In accordance with Section 2.11, the Design-Builder shall submit a TMP for review and approval. The TMP shall address at a minimum the following with respect to incident management:

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

The Design-Build Team shall contract Emergency Tow Wrecker Service for incident management to respond during all lane closures to remove a disabled vehicle in the work zone. The service shall respond to any incident within the work zone on Route 29 at anytime lanes or shoulders are restricted. The service must be capable of towing any size vehicle, including light, medium, and heavy vehicles. The tow service must be capable of being on scene to remove multiple vehicles within 60 minutes from 6 AM-8 PM daily, critical construction activities, and during the limitation of operations as defined in this RFP when lanes or shoulders are restricted. The service must be capable of being on scene to tow within 90 minutes during all other times not referenced. The tow wrecker shall be in communication with the Staunton TOC. Wrecker service shall already be listed as a qualified wrecker from the VSP Police Assisted Tow list and have Towing & Recovery Association of America - TRAA Class 1 light duty, Class 6 medium duty, and Class 8 Heavy Duty towing vehicles. Towing shall consist of removing the disabled vehicle from the roadway to an approved disposal location. Towing vehicles shall be properly licensed and insured.

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

2.11.3.2 Traffic Cameras

The Design-Builder shall maintain two (2) traffic monitoring camera locations continuously through the duration of the Project. CCTV cameras shall be located in advance of the work zone to monitor queues and traffic patterns during lane closures on Route 29. All cameras shall have the capability to be remotely controlled from the Staunton Traffic Operations Center (“TOC”). The cameras shall be placed in a location that provides high visibility of the work zone traffic. The cameras shall be remotely operational before any lane closures associated with the project are

established. The Design-Builder shall coordinate the acquisition/implementation of CCTV cameras with the VDOT Regional Traffic Operations Manager.

~~2.11.4 Public Involvement~~

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

~~During the Design and Construction Phases, the Design Builder shall:~~

- ~~• Hold informal meetings with affected stakeholders when necessary as directed by VDOT. These stakeholders will include but not be limited to local institutions (hospitals, schools, etc.) and Emergency service providers (Police, Fire and EMS Departments, Utilities, Transit, Parks and Recreation, etc.) All stakeholders shall be informed of meetings, as well as area medical agencies responsible for emergency transport of patients. Any meetings held will be in accordance with the VDOT Policy Manual for Public Participation in Transportation Projects, updated September 2004.~~
- ~~• Provide to VDOT's Culpeper District Office of Public Affairs on a weekly basis written information about the project suitable for posting by VDOT on its website. Such information will include a project overview, plan of work, overall project schedule, potential impacts to traffic, potential impacts Route 29 or 29/250 bypass (i.e., lane restrictions, detours), up to date project photos, and contact information.~~

~~During the Construction Phase, the Design Builder shall:~~

- ~~• Provide an emergency contact list to Staunton TOC of project personnel and have sufficient manpower and resources available to respond to any onsite emergency, including any work zone incidents. All incidents within the work zone regardless of magnitude shall be reported to the Staunton TOC.~~
- ~~• Operate as a liaison between VDOT and the Design Builder's Construction Manager to ensure compliance with local ordinances and provide appropriate notification to affected property owners and stakeholders.~~

2.12 Intelligent Transportation System

The Design-Builder shall develop a design plan to install and operate Intelligent Transportation System (ITS) infrastructure along the Route 29 Bypass and Route 29. Camera surveillance is required at south termini, north termini and a critical/strategic central location along Route 29 Bypass. The design-builder shall evaluate the best location to install one (1) weather station, the three (3) cameras and two (2) changeable message signs. Cameras, Signs and Weather

stations shall be compatible and integrated with Staunton Traffic Operations Center, Advanced Traffic Management System, OpenTMS, by Open Roads Consulting. The Design-Builder shall also install at least two (2) additional, 2-inch conduits for future ITS use at all bridge crossings along the new alignment.

2.13 Right-of-Way

Most real property interests, including rights-of-way and all easements both temporary, utility and permanent, for the Project limits south of the South Fork of the Rivanna River, as depicted on Exhibit A (included in the RFP Information Package), except for the University of Virginia (Rectors) state property and parcels 015/025, 024, 041, 042, 100/102 & 145/147. have been secured by VDOT and will be available prior to award of the contract. Some of these properties are occupied by tenants and VDOT will have the properties vacated by providing a 90 day notice to the tenants and relocation benefits to the remaining original occupants. The Design-Builder upon the submission of the project schedule shall provide a timeframe, including the 90 days, for the vacation of the occupied properties.

Some of the VDOT provided right-of-way and easements have existing buildings and improvements. The Building Data Report (included in the RFP Information Package) shows those building and improvements present at the time of land acquisition. The Design-Builder's scope of work shall include hazardous material inspections of these existing buildings and improvements, and any additional buildings and improvements acquired by the Design-Builder, or found to be present in the existing right of way and easements, the removal of hazardous building material, the demolition of the existing buildings and improvements. [Hazardous Materials Inspections for asbestos shall be in accordance with the requirements of 2.4.7.](#)

There are three (3) family cemeteries located on the right-of-way to be provided by VDOT. They are located at approximate stations 203+60 (on NBL centerline), 233+00 (left of SBL) and 233+40 (left of SBL). VDOT shall be responsible for all services and costs related to the relocation of these graves. VDOT anticipates that the disinterment will take approximately 270 days after the proposed design in those areas is determined. The Design-Builder shall plan his work to avoid these areas until the disinterment is completed.

The Design-Builder, acting as an agent on behalf of the Commonwealth of Virginia, shall provide all remaining right-of-way acquisition services for the Project's acquisition of fee right-of-way and permanent, temporary and utility easements, including survey plats, for the project limits north of the South Fork of the Rivanna River and for the University of Virginia (Rectors) state property and parcels 015/025, 024, 041, 042, 100/102 & 145/147 south of the river.. VDOT will assist the Design-Builder in obtaining an inter-agency transfer of the required University's state property. Adequate time (six months or more) should be allowed to complete the state property acquisitions after the final right-of-way requirements are approved. Right-of-way acquisition services shall include certified title reports, appraisal, appraisal review, negotiations, relocation assistance service and, parcel closings, to include an attorney's final certification of title. The Design-Builder's right-of-way acquisition consultant shall be on VDOT's prequalified right-of-way

contracting consultant list (on VDOT's website) and the Design-Builder's right-of-way team shall include VDOT prequalified appraisers and review appraisers (also listed on VDOT's website). VDOT will retain authority for approving appraisal scope and appraiser, just compensation, relocation benefits, and settlements. VDOT must issue a Notice to Commence Right-of-Way Acquisition to the Design-Builder prior to any offers being made to acquire the property. This represents a hold point in the Design-Builder's Baseline Schedule. VDOT must also issue a Notice to Commence Construction to the Design-Builder once the property has been acquired prior to commencing construction on the property. This also represents a hold point in the Design-Builder's Baseline Schedule. The Design-Builder will **NOT** be responsible for the right-of-way acquisition costs. As used in this RFP, the term "right-of-way acquisition costs" means the actual purchase price paid to a landowner for right-of-way, including fee, any and all easements, and miscellaneous fees associated with closings as part of the Project. All right-of-way acquisition costs will be paid by VDOT, and shall not be included in the Offerors Lump Sum Bid. Notwithstanding the foregoing provision, should additional right-of-way (whether fee or easements) be required to accommodate Design-Builder's unique solution and/or Contractor's means, methods and resources used during construction) above and beyond the right-of-way limits depicted on the preliminary drawings included in the ~~RFP~~-Supplemental Information Package, then all right-of-way acquisition costs for such additional fee or easements shall be paid by the Design-Builder. These costs would include (but not be limited to) the costs of any public hearings that may be required, actual payments to property owners and all expenses related to the additional acquisitions and associated legal costs as well as any additional monies paid the landowners to reach a settlement or pay for court awards.

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

- The Design-Builder shall acquire property in accordance with all Federal and State laws and regulations, including but not limited to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (the "Uniform Act") and Titles 25.1 and 33.1 of the 1950 Code of Virginia, as amended. The acquisition of property shall follow the guidelines as established by VDOT and other State and Federal guidelines that are required and the VDOT Right-of-Way Manual of Instructions, VDOT Utilities Manual, as well as IIM-LD-243.4 and Chapter 12 of the VDOT Survey Manual, which require individual plats to be prepared and recorded with each deed, easement agreement, certificate or other instrument relating to the acquisition of any interest in real property required for this project. All conveyance documents for the acquisition of any property interest shall also be accompanied by properly marked plan sheets and profile sheets.
- VDOT will designate a hearing officer to hear any Relocation Assistance appeals. VDOT agrees to assist with any out of state relocation by persons displaced within the rights of way by arranging with such other state(s) for verification of the relocation assistance claim.
- The Design-Builder shall submit a Project specific Acquisition and Relocation Plan to VDOT for VDOT Right-of-Way approval prior to commencing right-of-way activities. No offers to acquire property shall be made prior to the Acquisition and Relocation Plan approval. This represents a hold point in the Offerors CPM Schedule. The Acquisition and Relocation Plan

shall describe the Design Builder's methods, including the appropriate steps and workflow required for title examinations, appraisals, review of appraisals, negotiations, acquisition, and relocation, and shall contain the proposed schedule of right-of-way activities including the specific parcels to be acquired and all relocations. The schedule shall include activities and time associated with VDOT's review and approval of just compensation, relocation benefits and administrative settlements. The plan shall allow for the orderly relocation of displaced persons based on time frames not less than those provided by the "Uniform Act." This plan shall be updated as necessary during the life of the Project.

- A VDOT Representative will be available to make timely decisions concerning appraisal scope and appraiser, review appraisal and establishing ~~review and approval of~~ just compensation, approval of relocation benefits, and approval of administrative settlements on behalf of VDOT. The VDOT Representative is committed to issuing decisions on approval requests within twenty-one (21) days. The commitment is based on the Plan providing a reasonable and orderly workflow and the work being provided to the VDOT Representative as completed.
- The Design-Builder shall obtain access to and use VDOT's Right-of-way and Utilities Management System ("RUMS") to manage and track the acquisition process. RUMS will be used for Project status reporting; therefore, entries in RUMS shall be made at least weekly to accurately reflect current Project status. VDOT standard forms and documents, as found in RUMS, will be used to the extent possible. Training in the use of RUMS and technical assistance will be provided by VDOT.
- The Design-Builder shall provide a current title examination (no older than sixty (60) days) for each parcel at the time of the initial offer to the landowner. Each title examination report shall be prepared by a VDOT approved attorney or Title Company. If any title examination report has an effective date that is older than sixty (60) days, an update is required prior to making an initial offer to the landowner. A Title Insurance Policy in favor of the Commonwealth of Virginia in form and substance satisfactory to VDOT shall be provided by the Design-Builder, for every parcel acquired.
- The Design-Builder shall prepare appraisals in accordance with VDOT's Appraisal Guidelines. The Design-Builder shall submit a scope of work detailing the type of appraisal to be prepared for each parcel and the name of the proposed appraiser for VDOT's review and approval prior to commencing the individual parcel appraisal. The proposed appraiser shall be of an appropriate qualification level to match the complexities of the appraisal scope.
- The Design-Builder shall provide appraisal reviews complying with technical review guidelines found in VDOT's Right-of-Way Manual of Instructions and make a recommendation of just compensation. The Design-Builder's Right-of-Way consultant shall be a member of the VDOT pre-qualified contracting consultant list, and include a VDOT pre-qualified Fee Appraiser. The reviewer shall be approved by VDOT and shall also be on VDOT's approved fee appraiser list. VDOT shall have final approval of all appraisals.

- The Design-Builder shall make direct payments of benefits to property owners for negotiated settlements, relocation benefits, and payments to be deposited with the court. Payment documentation is to be prepared and submitted with the Acquisition Report (RW-24). VDOT will process vouchers and issue State Warrants for all payments and send to the Design-Builder, who will be responsible for disbursement and providing indefeasible title to VDOT.
- The Design-Builder shall prepare, obtain execution of, and record documents conveying title to such properties to the Commonwealth of Virginia and deliver all executed and recorded general warranty deeds to VDOT. For all property purchased in conjunction with the Project, title will be acquired in fee simple (except that VDOT may, in its sole discretion, direct the acquisition of a right-of-way easement with respect to any portion of the right-of-way) and shall be conveyed to the “Commonwealth of Virginia, Grantee” by a VDOT-approved general warranty deed, free and clear of all liens and encumbrances, except encumbrances expressly permitted by VDOT in writing in advance. All easements, except for private utility company easements shall be acquired in the name of “Commonwealth of Virginia, Grantee”. Private utility company easements will be acquired in the name of each utility company when the utility company has a prior recorded easement.
- Because these acquisitions are being made on behalf of the Commonwealth of Virginia, VDOT shall make the ultimate determination in each case as to whether settlement is appropriate or whether the filing of an eminent domain action is necessary, taking into consideration the recommendations of the Design-Builder. When VDOT authorizes the filing of a certificate, the Design-Builder shall prepare a Notice of Filing of Certificate. All required documents necessary to file a certificate shall be forwarded to the VDOT Project Manager. VDOT will review and execute the certificate, provide the money as appropriate and will return the assembly to Design-Builder. The Design-Builder will update the title and will file the certificate.
- When VDOT determines that it is appropriate, the Design-Builder will be responsible for continuing further negotiation for a minimum of 60 days, in order to reach settlement after the filing of certificate. After that time the case will be assigned to an outside attorney appointed by VDOT and the Office of the Attorney General. The Design-Builder will provide the necessary staff and resources to work with VDOT and its attorney throughout the entire condemnation process until the property is acquired by entry of a final non-appealable order, by deed, or by an Agreement After Certificate executed and approved by VDOT and the appropriate court. The Design-Builder will provide updated appraisals (*i.e.*, appraisal reports effective as of the date of taking) and expert testimony supporting condemnation proceedings upon request by VDOT. Services performed by the Design-Builder or its consultants after an eminent domain action is assigned to an outside attorney will be paid, if and when necessary, under a Work Order in accordance with Article 9 of Part 4 (General Conditions of Contract).
- The Design-Builder will be responsible for all contacts with landowners for rights of way or construction items.
- The Design-Builder shall maintain access at all times to properties during construction.

- The Design-Builder shall use reasonable care in determining whether there is reason to believe that property to be acquired for rights of way may contain concealed or hidden wastes or other materials or hazards requiring remedial action or treatment. When there is reason to believe that such materials may be present, the Design-Builder shall notify VDOT within three (3) calendar days. The Design-Builder shall not proceed with acquiring such property until they receive written notification from VDOT.

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

Prior to Project completion, the Design-Builder shall provide and set VDOT RW-2 right-of-way monuments within the project limits. Should additional right-of-way or easements be required (to accommodate Design-Builder's unique solution) above and beyond the limits depicted on the preliminary drawings included in the ~~RFP~~ Supplemental Information Package, costs of additional right-of-way and/or easements shall be paid by the Design-Builder, including but not limited to any public hearings that may be required, actual payments to property owners and all expenses related to the additional acquisitions and associated legal costs as well as any additional monies paid the landowners to reach a settlement or pay for Court Awards. In the event additional right-of-way is needed as the result of an approved scope change request by the Design-Builder, the Design-Builder shall follow the procedures indicated in the "Right-of-Way Acquisition Guidelines" included in the RFP Information Package. Additionally, the Design-Builder is solely responsible for any schedule delays due to additional right-of-way acquisition associated with the Design-Builder's design changes and no time extensions will be granted.

2.13.1 Proposed Right-of-Way and Limited Access Fencing

All proposed Right-of-Way and Limited Access fencing shall be standard fence woven wire fabric VDOT Standard FE-W1 with wood post. All existing fence will be replaced with new fence along the new project limits – this includes those locations where the existing ROW has not changed.

2.14 Railroads

For the southern ~~interchange~~ terminus, the Design-Builder should consider alternatives that would avoid the replacement or modifications to the existing bridge carrying the ~~CSX Railroad~~

BBRR over existing Route 29/250. In the event that replacement or modifications are necessary all services and costs related to the railroad underpass shall be the responsibility of the Design-Builder.

The Design-Builder will be required to coordinate the design of the replacement structure or any structural modification with the CSXBBRR railroad and their consultant representative and to ~~enter into~~facilitate a construction agreement withbetween VDOT and the Railroad prior to commencing any construction activities. ~~Such agreement and related force~~ Force account estimates are subject to the review and approval of VDOT. Refer to Section 2.6.5 for more information on the CSXBBRR Bridge.

2.15 Landscaping

~~The Design Builder shall develop a comprehensive conceptual plan for aesthetics that addresses linear elements of the project (screening, buffers, reforestation if appropriate), sound barrier walls, interchanges, bridge architecture, bio-retention measures where practicable and/or as deemed necessary by environmental requirements, and in keeping with the following:~~

- ~~• A final Planting Plan for the project shall be prepared by a Virginia licensed Landscape Architect and shall be submitted to the VDOT Project Manager for review and approval.~~
- ~~• The plans for all aesthetic treatments (landscape / bridge / etc.) shall be developed in concert with input from the local community / municipality.~~
- ~~• Concepts and construction estimates for various levels of aesthetic treatment (at the conceptual stage) shall be submitted to the Department for review and approval based upon affordability and constructability. Final design shall not commence until approval from the Department on a particular level of aesthetic treatment is received.~~
- ~~• All landscaping shall be in accordance with the Memo for Guidance for Planting in the Clear Zone and Landscaping for VDOT Projects, dated November 2, 2000, Guidelines for Context Sensitive Solutions/Design, dated February 25, 2004, and FHWA 23 CFR 752 Landscaping and Roadside Development.~~
- ~~• A majority of the plant materials should be native or indigenous to the area and can adapt and survive in roadside environments.~~
- ~~• Planting plans should be designed and constructed to require minimal maintenance except as agreed upon with the municipality accepting maintenance responsibilities.~~
- ~~• Landscaping treatments and features shall be compatible with the existing landscape adjacent to the Project site and may reflect historic and cultural features of the area. Further, where the roadway is close to existing residential developments, plant materials and landscape treatments shall be utilized as to reduce the impacts on those communities.~~

- ~~• Areas that can be re-forested after construction (if part of the approved design concept) shall be planted with one (1) inch caliper stock trees variably placed at minimum twenty (20) feet spacing and stabilized with native, non-competitive grasses.~~
- ~~• Stormwater management facilities shall be graded to a more natural (curvilinear) appearance including landscaped berms and tree plantings for screening, while providing adequate access for maintenance operations.~~
- ~~• Due to the graded roadway typical section of this project, opportunities for plantings that enhance the appearance of the corridor should be maximized where the roadway typical is bifurcated to allow for median plantings beyond thirty feet of the roadway edge, where additional right-of-way exists or is purchased outside of the roadway prism, and at interchanges where gateways to the various communities along the corridor occur.~~
- ~~• In addition, the Design Builder shall engage a firm that has demonstrated expertise in the design and implementation of custom designs for sound barrier walls and bridge architecture. Proposed conceptual designs shall be developed and submitted with projected costs for construction at the concept stage for consideration by the Department. Such designs / aesthetic treatments as approved by the Department shall be finalized for implementation. Such designs to be developed shall reflect the unique historic and cultural identity of the surrounding community.~~

~~— The landscape treatments shall be implemented both physically and visually, so that the roadway appears truly integrated and, in time, will fit within the existing landscape much as the existing U.S. 250 Bypass does today. The roadway corridor shall be treated as a natural, native landscape that is appropriate to the particular area through which it passes.~~

~~— The roadside development sheet should include tall fescue for non-mowable slopes over 'native grasses' both for erosion and sediment control and permanent seeding.~~

Landscaping is to be provided by Others and is not included in the scope of work of this Project.

2.16 Utilities

The Design-Builder shall be responsible for coordination of the Project construction with all utilities that may be affected. The Design-Builder shall be responsible for coordinating the work of the Design-Builder, its subcontractors and the various utilities. Such coordination shall be formally executed through a Utility Communications Plan. The Utility Communications Plan shall be developed by the Design-Builder and submitted to the VDOT Project Manager within 30-days of the Date of Commencement. The Design-Builder shall designate a Utility Relocation Coordinator, who shall have a minimum of two (2) years experience in coordinating utility relocation in accordance

with Federal Regulations (23CFR30, Part 645) and policies and procedures outlines in VDOT's Utility manual. The designee shall be subject to VDOT's approval. The Design-Builder's Utility Relocation Coordinator shall be responsible for carrying out the Utility Communication Plan and all interactions with the utility companies.

The resolution of any conflicts between utilities and the construction of the Project shall be the responsibility of the Design-Builder. No additional compensation or time will be granted for any delays, inconveniences, or damage sustained by the Design-Builder or its subcontractors due to interference from utilities, utility owners or the operation of relocating utilities. Additionally, the Design-Builder is solely responsible for any schedule delays due to additional utility relocation associated with the Design-Builder's design changes and no time extensions will be granted.

The Design-Builder shall be responsible for utility designations, utility locates (test holes), conflict evaluations, cost responsibility determinations, utility relocation designs, utility relocations and adjustments, utility reimbursement, replacement land rights acquisition required outside of the easements shown on Exhibit A and any north of the South Fork of the Rivanna River, and utility coordination required for the Project. The Design-Builder shall be responsible for all necessary utility relocations and adjustments to occur in accordance with the accepted Baseline Schedule. All efforts and cost necessary for utility designations, utility locates (test holes), conflict evaluations, cost responsibility determination, utility relocation designs, utility relocations and adjustments, utility reimbursements, and utility coordination shall be included in the Offerors Price Proposal provided, however, if the VDOT Project Manager agrees that utilities cannot be relocated within existing or proposed right-of-way to construct the project as depicted in Exhibit A, the compensation paid to landowners for replacement land rights will be paid by VDOT as part of right-of-way acquisition costs and shall **NOT** be included in the Offerors Price Proposal.

The Design-Builder shall make all reasonable efforts to design the Project to avoid conflicts with utilities, and minimize impacts where conflicts cannot be avoided.

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

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

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

The Design-Builder shall verify the prior rights of each utility's facilities if claimed by a Utility owner. If there is a dispute over prior rights with a utility, the Design-Builder shall be responsible for resolving the dispute. The Design-Builder shall prepare and submit to VDOT a

Preliminary Utility Status Report within 120 days of the Date of Commencement that includes a listing of all utilities located within the Project limits and a conflict evaluation and cost responsibility determination for each Utility. This report shall include copies of easements, plans, or other supporting documentation that substantiates any compensable rights of the utilities. The Design-Builder shall obtain the following from each utility that is located within the Project limits: relocation plans including letter of "no cost" where the utility does not have a compensable right; utility agreements including cost estimate and relocation plans where the utility has a compensable right; letters of "no conflict" where the utility's facilities will not be impacted by the Project.

Design-Builder shall review all relocation plans to ensure that relocations comply with the VDOT Utility Manual and VDOT's Land Use Permit Regulations. The Design-Builder shall also ensure that there are no conflicts with the proposed roadway improvements, and ensure that there are no conflicts between each of the utility's relocation plans. The Design-Builder shall prepare and submit all relocation plans to VDOT for approval. The Design-Builder shall assemble the information included in the relocation plans in a final and complete form and in such a manner that VDOT may approve the submittals with minimal review. The Design-Builder shall meet with VDOT's Regional Utilities Manager (or designee) within 45 days of the Date of Commencement to gain a full understanding of what is required with each submittal. The Design-Builder shall receive written approvals from VDOT prior to authorizing utilities to commence relocation construction. The utilities shall not begin their relocation work until authorized by the Design-Builder. Each relocation plan submitted shall be accompanied by a certification from the Design-Builder stating that the proposed relocation will not conflict with the proposed roadway improvement and will not conflict with another utility's relocation plan.

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

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

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

Dominion Virginia Power
Mr. Daniel Bateman, Supervisor Customer Solutions
1719 Hydraulic Road
Charlottesville, Virginia 22901
O: (434) 972-6734
C: (434) 996-5514
E: daniel.bateman@dom.com

Dominion Virginia Power Transmission

Ms. Stephanie D. Bagby, Transmission Line Engineer
Dominion Technical Solutions
701 East Cary Street
Richmond, Virginia 23219
O: (804) 771-6282
E: stephanie.d.bagby@dom.com

CenturyLink

Mr. Jerry Burge, Network Engineer II
127 East Church Street
Martinsville, Virginia 24112
O: (276) 666-4247
C: (276) 340-9726
E: jerry.burge@centurylink.com

Comcast

Mr. Wesley W. Parker, Construction Manager
324 West Main Street
Charlottesville, Virginia 22903
O: (434) 951-3725
C: (434) 531-1830
E: wesley_parker@cable.comcast.com

City of Charlottesville Public Utilities

Mr. Phil Garber, Chief Gas Engineer
605 East Main Street
Charlottesville, Virginia 22902
O: (434) 970-3811
E: garber@charlottesville.org

Rivanna Water & Sewer Authority

Ms. Jennifer Whitaker, P.E. – Chief Engineer
695 Moores Creek Lane
Charlottesville, Virginia 22902
O: (434) 977-2970, Ext. 104
E: jwhitaker@rivanna.org

Albemarle County Service Authority

Mr. Peter Gorham, P.E. – Director of Engineering
168 Spotnap Road
Charlottesville, Virginia 22911
O: (434) 977-4511, Ext. 115

E: p.gorham@serviceauthority.org

Verizon Business (Old MCI)

Mr. James “Dave” Fisher
12379A Sunrise Valley Drive
Reston, Virginia 20191
O: (703) 391-5782
C: (703) 350-8463
E: james.fisher@mci.com

Rappahannock Electric Cooperative

Mr. Randy Ross – Distribution Supervisor
P.O. Box 392
Culpeper, Virginia 22701
O: (540) 727-2149
E: rross@myrec.coop

University of Virginia Facilities Management

Energy & Utilities Department
Mr. Mark Roach – Utility Systems Manager
O: (434) 243-1704
E: msr3w@virginia.edu

Siemens

1881 Campus Commons Drive
Reston, Virginia 20191
(703) 262-2000
(800) 310-6308

VDOT – Traffic Signals

Mr. JR Fitzgerald, Operations Maintenance Manager
801 Commerce Rd.
Staunton, VA 24401
O: (540) 332-9854
C: (540) 280-8230
E: William.Fitzgerald@VDOT.Virginia.Gov

2.16.1 Dominion Virginia Power’s Electric Transmission Rights-of-Way

- The minimum distance required by OSHA shall be maintained between electrical conductors and any part of the encroachment or equipment used in the installation or maintenance of encroachment.

- Sag of conductors varies with changes in operating and ambient temperatures; therefore, required clearances will be based upon maximum sag. The minimum clearance of 16 feet is governed by the clearance required for the 230 kV lines. Plan and Profile sheets showing maximum sag of conductors can be provided by Dominion Virginia Power upon request.
- Design-Builder shall notify **Stephanie Bagby** – Transmission Engineer at telephone number (804) 771-6282 and arrange a pre-construction meeting to occur prior to any construction activities being conducted within the electric transmission right-of-way.
- Dominion Virginia Power, may, at its sole discretion, decide to have an inspector present while Contractor's work within the right-of-way is in progress. The current charge for an inspector is \$125 per hour. This shall be the responsibility of the Design-Builder.
- An on-site Dominion Virginia Power inspector will determine when additional shoring or protection is needed around any Dominion Virginia Power facilities. This will be done on a case by case basis based on factors that will be determined in the field. The Company will not be responsible for providing the necessary additional shoring.
- Design-Builder may request to have the transmission line taken temporarily out of service for construction activities. **However, Dominion Virginia Power reserves the right to deny any requested transmission line outage which, in the sole opinion of Dominion Virginia Power, would be detrimental to the service reliability of its transmission system.** Outage requests for the utilization of the transmission right-of-way as a construction staging area must be submitted to Dominion Personnel at least six (6) months in advance.
 - Transmission lines typically may be taken out of service, on a daily basis, during the months of March, April, October and November, provided that system conditions and loads are acceptable. However, Dominion Virginia Power reserves the right to re-energize the line with two (2) hours notice to the Contractor.
 - If the line outage required is greater than one (1) work day, Dominion Virginia Power reserves the right to choose between keeping the line out of service for the project duration or re-energizing the line each evening. There is a second option for outages required for multiple work days. Each day that the line is taken out of service, Dominion would install grounds and then remove the grounds when the day's work is complete. In the event that Dominion Virginia Power is unable to install and remove the grounds, an approved Contractor must be obtained to perform this work. A list of approved Contractors is available from Dominion Virginia Power upon request.
 - Once the line has been taken out of service, the Contractor may work under and/or adjacent to the line as necessary provided that no contact is made with the transmission line conductors or shield wires. Dominion Virginia Power may require that a Company operations inspector remain on site while the Contractor is working

around the de-energized conductors. The Contractor will pay for all actual costs that Dominion Virginia Power incurs related to any transmission line outages.

- Any truck, vehicle or equipment larger than the maximum vehicle dimensions allowed by the Virginia Department of Transportation on state roads without an over dimension permit shall be either shielded from the electric field of the transmission line(s) or other measures shall be put in place to limit the steady state current due to electrostatic effects of less than 5mA rms if truck, vehicle or equipment is short-circuited to ground.

2.16.2 The City of Charlottesville Gas Line Relocation

Design-Builder shall arrange for and coordinate the relocation of the City of Charlottesville Gas six (6) inch and eight (8) inch steel 500 psi pipes at the Hydraulic Road and Roslyn Ridge Subdivisions and as needed to accommodate the Work. Design-Builder shall review and approve all invoices from the City of Charlottesville Gas before submitting those invoices for payment. VDOT will reimburse the City of Charlottesville Gas directly for its costs of the gas line relocations. Design-Builder shall be responsible for all other costs associated with Utility work as noted above.

2.17 Quality Assurance / Quality Control (QA/QC)

The Design-Builder shall develop its QA/QC plan for both design and construction in accordance with the VDOT Minimum Quality Control and Quality Assurance Requirements for Design-Build and Public Private Transportation Act Projects Manual and submit it to the VDOT Project Manager for review and approval at the meeting held after the Date of Commencement as set forth in Part 4 General Conditions under Section 2.1.2. Along with the QA/QC Plan submittal, the Design Manager and Quality Assurance Manager (“QAM”) shall provide a presentation of the QA/QC Plan for both design and construction at the meeting held after the Date of Commencement utilizing Project related scenarios.

2.17.1 Design Management

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

Plans to be reviewed shall be submitted to VDOT and FHWA. VDOT shall receive four (4) full size sets and four (4) half size sets of each submission. FHWA shall receive zero (0) full size sets and two (2) half size sets of each submission. The plan submissions shall be delivered, in accordance with Section 2.18.7 below, to the following addresses:

The Attachments to Letter of Submittal #2 will be reviewed and evaluated to determine whether the submittal shall “pass or fail” based on the requirements outlined in Section 4.5.1. Failure to meet all of the requirements listed in Section 4.4 and 4.5 may deem an Offeror’s Proposal non-responsive.

VDOT

Address: Virginia Department of Transportation
1601 Orange Road
Culpeper, VA 22701

Attention: Harold L. Jones, P.E.
Project Manager

FHWA

Address: U.S. Department of Transportation
Federal Highway Administration
400 North 8th Street – Suite 750
Richmond, VA 23219-4825

Attention: Jose Granado, P.E.
Area Engineer

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

The written approval of any modifications to the design plans that are not in compliance with the requirement of the Contract Documents and Reference Documents shall be attached with the draft plans submitted for review. The Design-Builder shall revise and modify all draft design plans so as to fully reflect all comments and shall deliver the revised submittal to VDOT, FHWA and Albemarle County as outlined in Section’s Project Manager, who will distribute plans to appropriate VDOT and FHWA staff for review and comments.

Construction Plans shall be submitted to VDOT and FHWA for review and approval by the Chief Engineer prior to construction of that element. The time frame for plan review and approval

shall be in accordance with the requirements of the Contract Documents. The Design-Builder shall be responsible for the design details and ensuring that the design and construction work are properly coordinated.

2.17.2 Construction Management

The Construction Quality Management Plan requires the Design-Builder to have overall responsibility for both the Quality Control (“QC”) and Quality Assurance (“QA”) activities as dictated in the VDOT Minimum Quality Control and Quality Assurance Requirements for Design-Build and Public Private Transportation Act Projects Manual. The Design-Builder shall be responsible for 100% QA work and QA sampling and testing for all materials used and work performed on the Project. These QA functions shall be performed under the direction of a Quality Assurance Manager (“QAM”) that represents an independent firm that has no involvement in the construction QC program/activities. The Design-Builder shall also be responsible for providing QA and QC testing for all materials manufactured off-site, including materials obtained from off-site borrow pits, but excluding the items listed below:

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

VDOT will provide plant quality assurance and plant testing of these items. In the event that VDOT determines that materials fail to meet the tolerances in the Road and Bridge specifications, a Non-Compliance Report (“NCR”) will be issued by the VDOT Project Manager and addressed to the Design-Builder’s QAM for resolution. The Design-Builder is responsible to submit a Source of Materials, Form C-25, for all materials VDOT retains responsibility for testing.

The Design-Builder’s QAM shall report directly to the Design-Builder’s Project Manager and be independent of the Design-Builder’s roadway, bridge and otherwise physical construction operations. The QAM shall be responsible for the QA inspection and testing of all materials used and work performed on the Project to include: monitoring of the Contractor’s QC activities, maintaining the Materials Notebook; documentation of all materials, sources of materials and method of verification used to demonstrate compliance with VDOT standards and Federal compliance (i.e. Buy American Special Provision). This includes all materials where QA testing is to be performed by

VDOT. The QAM shall be vested with the authority and responsibility to stop any work not being performed according to the Contract requirements. The construction QA and QC inspection personnel shall perform all of the construction inspection and sampling and testing work that is normally performed by VDOT, as prescribed in the Construction Manual, Inspection Manual, Materials Manual of Instructions, active Construction Directive Memorandum and all other applicable Reference Documents. This includes the documentation of construction activities and acceptance of manufactured materials.

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

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

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

- Buy American Compliance Certification

The Design-Builder shall be responsible to establish a Standard Filing System and Construction Document Management System (hard copy and electronic) for the duration of design/construction phase of the project. This filing system is subject to VDOT approval/acceptance. Hard copy documentation shall be accessible to VDOT and electronic access capability with shared access network as well. All documents, related to the following but not limited to, shall have electronic shared access as well as physical access:

- QC/QA Documentation
- Shop Drawings
- Permits/Environmental Documents
- Safety Reports
- Meeting Minutes
- Issue Tracking Logs
- Submittal/RFI etc. Tracking Logs
- Delivery Tickets/Invoices as Applicable

2.17.3 Substantial Completion

Project Substantial Completion is the date on which the Work, or an agreed upon portion of the Work, is complete in accordance with the Contract Documents so the Department can occupy and use the Project for its intended purposes. Project Substantial Completion shall be defined as Route 29 Bypass open to traffic including complete operability of the northern and southern termini and operable traffic signals necessary to safely convey traffic. Final completion of the work, and any part thereof, shall be achieved as expeditiously as reasonably practicable, but in no event later than sixty (90) days after Substantial Completion of the Work or designated part of the Work.

2.18 Plan Preparation

2.18.1 Geopak and MicroStation

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

2.18.2 Software License Requirements

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

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

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

2.18.3 Drafting Standards

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

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

2.18.4 Electronic Files

All plans shall also be submitted in electronic format using the provided versions of MicroStation CADD software. Files shall be submitted in both DGN & PDF formats, by way of VDOT's Falcon Consultant environment. The Design-Builder will complete form LD-443, the Falcon System Access Security Agreement and the Falcon Access Request Form, for access to the Falcon Consultant environment. These forms are available in the RFP Information Package. VDOT will furnish electronic files of all applicable standard detail sheets upon request by the Design-Builder. The files will use standard VDOT cell libraries, level structures, line types, text fonts, and naming conventions as described in the most recent version of the VDOT CADD Manual and VDOT's Manual of the Structure and Bridge Division, Vol. V- Part 2, Design Aids and Typical Details. Files furnished to the Design-Builder in electronic format shall be returned to VDOT and

removed from the Design-Builder and its designer's computer equipment upon completion of this Project.

2.18.5 Construction Plans

Construction Plans are those that are issued for construction after prior approval by VDOT's Chief Engineer. This plan milestone includes plans that may be submitted as soon as sufficient information is available to develop Construction Plans for certain portions or elements of the Project. The Design-Builder shall meet commitments for review and approval by other entities/ agencies as specified in other portions of the RFP and its attachments. These plans will be issued for construction following approval by VDOT's Chief Engineer. The roadway plans may be submitted for approval in logical subsections or work packages such as: 1) clearing and grubbing along with erosion and sediment control, 2) grading and drainage, 3) paving, and 4) traffic control. A submittal schedule and planned breakdown of work packages shall be submitted to VDOT for approval as part of the planned Project schedule. The submittal schedule shall be updated and sent to the VDOT Project Manager on the first business day of every month until all plans have been approved for construction.

The construction plans described above shall be submitted to VDOT and FHWA. VDOT shall receive two (2) full size sets and two (2) half size sets of each submission. FHWA shall receive zero (0) full size sets and one (1) half size sets of each submission. The plan submissions shall be delivered, in accordance with Section 2.18.7 below, to the following addresses:

Address: Virginia Department of Transportation
1601 Orange Road
Culpeper, VA 22701

Attention: Harold L. Jones, P.E.
Project Manager

FHWA

Address: U.S. Department of Transportation
Federal Highway Administration
400 North 8th Street – Suite 750
Richmond, VA 23219-4825

Attention: Jose Granado, P.E.
Area Engineer

2.18.6 Record (As-Built) Plans

The final plan milestone is Record (As-Built) Plans. Record (As-Built) Plans shall be prepared, certified and submitted prior to the final application for payment. These plans will show all adjustments and revisions to the Construction Plans made during construction and serve as a

permanent record of the actual location of all constructed elements. The Design-Builder shall submit the Record (As-Built) Plans in both hard copy and electronic (DGN & PDF) formats.

2.18.7 Plan Deliverables

- Hard Copy paper plans and Electronic plans (DGN & PDF) formats on VDOT's Falcon Consultant environment.
 - Construction Plans
 - As-builts
 - Working Drawings
 - Shop Drawings
 - Design Calculations
 - Right-of-Way Plats as described in Section 2.13
 - Guarantees/ Warranties
- Project Correspondence
- QA/QC Records including Project Diaries, Test Reports, Invoices, Materials Books and certified survey records.

2.19 Public Involvement Strategy

A formal Design Public Hearing for this project was held on February 25th, 1997. Numerous Design Advisory Committee meetings were held during design development from 1995 – 1998.

~~Public involvement strategies will be focused on three primary components:~~

- ~~• Activities from RFP date to Notice of Award date of the Design-Build Contract~~
- ~~• Activities required to fulfill NEPA requirements~~
- ~~• Activities from Award of Design-Build Contract through Project completion~~

~~VDOT will be responsible for public involvement activities from RFP date through Notice of Award and activities required to fulfill NEPA requirements. However, the successful Design-Build Contractor will be expected to provide VDOT with technical information needed to adequately convey the Project to the public during formal Public Hearings required as part of the NEPA process.~~

~~The Design Builder will have primary responsibility for public involvement activities during project design and construction. Public information meetings must be held where two sets of exhibits suitable for display at a public information meeting of the drawings or illustrations prepared for the procurement of the design-builder as well as two sets of full-size copies of the Right-of-Way Plans should be prepared.~~

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

During the Design, R/W Acquisition, and Construction Phases:

- The Design-Builder shall participate with VDOT in informal meetings with affected local citizen groups and businesses as necessary and as directed by the VDOT Project Manager. Any meetings held will be in accordance with the VDOT Policy Manual for Public Participation in Transportation Projects, updated July 2009.
- The Design-Builder shall provide VDOT's Culpeper District Office of Public Affairs with written information about the project at least twice a month that will be posted on VDOT's external website. This information will include a project overview, plan of work for the coming month, potential traffic impacts, overall project schedule, contact information and updated project photos.
- The Design-Builder shall develop and implement a Public Involvement Strategy to effectively communicate the Project development plans, implementation schedule (design, R/W acquisition, and construction), and construction phasing. Further, the Design-Builder's Public Involvement Strategy will be developed to resolve various technical issues, environmental concerns, and property access issues.

During the Construction Phase:

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

2.20 Monthly Progress Meetings

The Design-Builder shall participate in monthly progress meetings. During such meetings, progress during the prior month and anticipated progress for the following month shall be reviewed. The Design-Builder shall collect information from any key subcontractors/sub-consultant responsible for work completed during the previous month and work scheduled during the upcoming month. These meetings shall be attended by the design-build project manager, construction manager, QAM and design manager, as well as other key personnel from the design and construction firms defined within the Design-Builder's proposal as well as VDOT's representative designated by the VDOT Project Manager. Meetings will occur monthly beginning the first month after the issuance of the

Notice to Proceed. The Design-Builder shall be responsible for preparing, maintaining and distributing minutes of the meetings to all attendees for review within 2 business days after the meeting. The meeting minutes shall be provided to VDOT and Albemarle County within two calendar days of the day the monthly progress meeting was held.

2.21 Virginia Occupational Safety and Health Standards

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

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

- Hard hats shall be worn while participating in or observing all types of field work when outside of a building or outside of the cab of a vehicle, and exposed to, participating in or supervising construction.
- Respiratory protective equipment shall be worn whenever an individual is exposed to any item listed in the OSHA Standards as needing such protection unless it is shown the employee is protected by engineering controls.
- Adequate eye protection shall be worn in the proximity of grinding, breaking of rock and/or concrete, while using brush chippers, striking metal against metal or when working in situations where the eyesight may be in jeopardy.
- Safety vest shall be worn by all exposed to vehicular traffic and construction equipment.
- Standards and guidelines of the current Virginia Work Area Protection Manual shall be used when setting, reviewing, and removing traffic controls.
- Flag persons shall be certified according to the Virginia Flagger Certification Program.
- No person shall be permitted to position themselves under any raised load or between hinge points of equipment without first taking steps to support the load by the placing of a safety bar or blocking.
- Explosives shall be purchased, transported, stored, used and disposed of by a Virginia State Certified Blaster in possession of a current criminal history record check and a commercial driver's license with hazardous materials endorsement and a valid medical examiner's certificate. All Federal, State and local regulations pertaining to explosives shall be strictly followed.
- All electrical tools shall be adequately grounded or double insulated. Ground Fault Circuit Interrupter ("GFCI") protection must be installed in accordance with the National Electrical Code ("NEC") and current Virginia Occupational Safety and Health agency ("VOSH"). If extension cords are used, they shall be free of defects and designed for their environment and intended use.

- No person shall enter a confined space without training, permits and authorization.
- Fall protection is required whenever an employee is exposed to a fall six feet or greater.
- All vehicles with an obstructed view when backing shall be equipped with a backup alarm or ground guide.
- All equipment and materials shall be stored outside of the clear zone when not in use.

2.22 Attachments

The following attachments are specifically made a part of, and incorporated by reference into, these Technical Requirements:

ATTACHMENT 2.5 -- MINIMUM ROADWAY DESIGN CRITERIA

END OF PART 2
TECHNICAL INFORMATION & REQUIREMENTS

Attachment 2.5: Minimum Roadway Design Criteria Table

Roadway Name	US 29 Bypass Main Line	Interchange Ramps (low range)	Route 29/250 Bypass	US 29	(1) Leonard Sandridge Road	Faulconer Drive	(1) Lambs Road (Route 657)	Roslyn Ridge Road	Earlsville Road (Route 743)	(1) Woodburn Road (Route 659)	Old Ivy Road	Ivy Road (Rte.250)	Barracks Road	Rio Mills Road	Squirrel Path
Design Speed (mph)	60	50% Mainline Speed	60	50	30	20	30	25	50	30	40	50	50	30	20
(2) Average Daily Traffic (ea)	≈ 32,300	-	≈ 74,000	≈ 79,000	≈ 13,500	N/A	N/A	N/A	N/A	N/A	N/A	≈ 25,200	N/A	N/A	N/A
Percent Trucks (%)	≈ 9	-	≈ 8	≈ 8	≈ 2	N/A	N/A	N/A	N/A	N/A	N/A	≈ 9	N/A	N/A	N/A
Functional Class	Urban, Other Principal Arterial	Interchange Ramps	(4) Urban Freeway/ Expressway	Urban, Other Principal Arterial	Local Street System	Service Road	Local Street System	Local Street System	Urban Minor Arterial	Local Street System	Urban, Collector Street	Urban, Principal Arterial, Rolling Terrain	Urban Minor Arterial	Local Street System	Local Street System
Terrain	Rolling	-	Rolling	Rolling	Rolling	-	Rolling	-	Rolling	Rolling	Rolling	Rolling	Rolling	Rolling	-
VDOT Geometric Design Standard	GS-5	GS-R	GS-5	GS-5	GS-8 Shoulder Design	GS-9	GS-8 Shoulder Design	GS-SSAR	GS-6 Shoulder Design	GS-8 Shoulder Design	GS-7 Shoulder Design	GS-5 Shoulder Design	GS-6 Shoulder Design	GS-8 Shoulder Design	GS-SSAR
Slope Design Standard	CS-4	CS-4	CS-4	CS-4	GS-8, 3:1	GS-9	GS-8	2:1	GS-6, 2:1	GS-8, 3:1	GS-7	CS-4	GS-6	GS-8, 3:1	GS-9
Minimum Grade (%)	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	-	0.5	0.5	0.5	-	0.5
Maximum Grade (%)	6	(GS-R)	6	6	(GS-8)	11	(GS-8)	-	7	(GS-8)	10	6	7	(GS-8)	11
Median	(3) 40 ft. min, depressed (RDM Sec. 2E-3), GS-11 and GS-13 slopes Independent Grading: Variable width, GS-11 and CS-4 slopes	Not Applicable	Raised, grass, 16 ft. wide (face to face of curb)	Raised, grass, 16 ft. wide (face to face of curb)	-	-	-	-	-	-	-	Raised, grass, 16 ft. wide (face to face of curb)	-	-	-
LOS	C	C	C	C	C	-	-	-	-	-	-	-	-	-	-
Notes:															
(1)	Design speed for GS-8 is 10 mph less than original plan GS-4, Local Road System														
(2)	Traffic volumes are for informational purposes only. Traffic projections will be refined by the design-build team through data collection and analysis of the current long range transportation plan.														
(3)	Two locations on the mainline will have a reduced median width with concrete barrier. Please refer to Exhibit A and B Route 29 Right of Way Displays in the RFP Information Package for locations.														
(4)	Federally designated principal arterial for the purposes of Access Management.														

EXHIBIT 11.1.9
Tracking Log for Project Records

Date: 04/24/2008

VDOT Project: XYZ Project
Project: U000--111-222, P101, R201, C501, B601, B602
CONTRACT ID #: C00011111DB5

CORR Correspondence EMAIL Email MEET Meeting Minutes MEMO Memo (Internal) MISC Miscellaneous Files								
ID Number	Process	Description / Issue	Pay Package Reference	Date Received or Sent	From	To	Status (Open/Closed)	Record File Location Or Insert Hyperlink (ctrl + k)
C00018992DB4-1	CORR	VDOT to Design-Builder - Notice of Intent Letter	n/a	05/09/2007	VDOT	Design-Builder	Closed	
C00018992DB4-2	CORR	Performance and Payment Bonds	n/a	05/11/2007	Design-Builder	AAA	Closed	
C00018992DB4-3	CORR	Certificate of Insurance	n/a	05/15/2007	Design-Builder	CCC	Closed	
C00018992DB4-4	CORR	SWPP Certification Permit	n/a	05/15/2007	Design-Builder	Design-Builder	Closed	
C00018992DB4-5	CORR	C112 - Binding Agreements	n/a	05/17/2007	Design-Builder	BBB	Closed	
C00018992DB4-6	CORR	VDOT Request for Design-Builder Preconstruction Meeting	n/a	06/09/2007	VDOT	Design-Builder	Closed	
C00018992DB4-7	CORR	Design-Builder to VDOT - Escrow Document Review Meeting	n/a	06/15/2007	Design-Builder	VDOT	Closed	
C00018992DB4-8	CORR	VDOT to Design-Builder - CTB Award	n/a	06/21/2007	VDOT	Design-Builder	Closed	
C00018992DB4-9	MISC	Design-Builder Questions Regarding Final Contract Document Timeline	n/a	06/22/2007	Design-Builder	VDOT	Closed	
C00018992DB4-10	CORR	Design-Builder to VDOT - Preconstruction Meeting	n/a	07/17/2007	Design-Builder	VDOT	Closed	
C00018992DB4-11	CORR	VDOT to Design-Builder - Final Contract Documents	n/a	07/18/2007	VDOT	Design-Builder	Closed	
C00018992DB4-12	MEET	Preconstruction Meeting Minutes	n/a	07/23/2007	Design-Builder	VDOT	Closed	
C00018992DB4-13	CORR	VDOT to Design-Builder - Notice to Proceed	n/a	08/02/2007	VDOT	Design-Builder	Closed	
C00018992DB4-14	CORR	Design-Builder to VDOT Permit Application Request	1	08/02/2007	Design-Builder	VDOT	Closed	
C00018992DB4-15	EMAIL	Geotechnical Investigations - Preliminary Data	2	08/08/2007	Design-Builder	Design-Builder	Closed	
C00018992DB4-16	CORR	Design-Builder to VDOT - Flood Plain Study Inquiry	3	08/09/2007	Design-Builder	VDOT	Closed	
C00018992DB4-17	CORR	Payment Requisition # 1 - First submission	1,2,3	08/10/2007	Design-Builder	VDOT	Closed	
C00018992DB4-18	CORR	Payment Requisition # 1 - Second submission	1,2,3	08/13/2007	Design-Builder	VDOT	Closed	
C00018992DB4-19	MEMO	VDOT Acknowledgement of Receipt of Preliminary Roadway Plans	4	08/14/2007	VDOT	Design-Builder	Closed	
C00018992DB4-20	MEMO	VDOT to Design-Builder - ROW Plan Submittal 1 Comments	5	08/22/2007	VDOT	Design-Builder	Closed	
C00018992DB4-21	CORR	VDOT ID Outstanding Issues to Design-Builder	5	08/24/2007	VDOT	Design-Builder	Closed	
C00018992DB4-22	CORR	VDOT to Design-Builder - Preconstruction Meeting	4	09/05/2007	VDOT	Design-Builder	Closed	
C00018992DB4-23	CORR	Payment Requisition # 2	4,5	09/10/2007	Design-Builder	VDOT	Closed	
C00018992DB4-24	MEMO	NVRPA Comments - Bridge Details	6	09/16/2007	NVRPA	Design-Builder	Closed	
C00018992DB4-25	CORR	Design-Builder to VDOT - Outstanding Issues	n/a	09/18/2007	Design-Builder	VDOT	Closed	
C00018992DB4-26	CORR	FWD: FOIA Request Mrs. Smith	n/a	09/20/2007	VDOT	Design-Builder		
C00018992DB4-27	CORR	FOIA Response to Mrs. Smith	n/a	09/23/2007	Design-Builder	VDOT	Closed	
C00018992DB4-28	MEMO	Memo to File - Reporting Requirements	n/a	09/25/2007	DDD	File	Closed	
C00018992DB4-29	CORR	Conflict of Interest Request for Determination	n/a	09/27/2007	OAG	VDOT	Closed	
C00018992DB4-30	CORR	VDOT Acknowledgement of Receipt of Final Roadway Plans	7	10/04/2007	VDOT	Design-Builder	Closed	
C00018992DB4-31	CORR	Payment Requisition # 3	6,7	10/10/2007	Design-Builder	VDOT	Closed	
C00018992DB4-32	CORR	VDOT to Design-Builder - Comments Regarding Final Roadway Plans	7	10/17/2007	VDOT	Design-Builder	Closed	
C00018992DB4-33	MEET	Permit Coordination Meeting Minutes	8	10/26/2007	VDOT	Design-Builder	Closed	
C00018992DB4-34	CORR	Town of Leesburg Comment - Utility Relocation Plans	9	10/27/2007	Design-Builder	VDOT		

Exhibit 3.5.1

Governmental Approvals List

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

1. National Environmental Policy Act approval, Re-evaluation of the Final Supplemental Environmental Impact Statement. The Re-evaluation will follow the format of an Environmental Assessment – to be completed by VDOT.
2. Preliminary Environmental Certification/Commitments Checklist (EQ-103) – completed by VDOT.
3. Preliminary Document Re-evaluations for RW (Right of Way) Authorization and PSE (Plans, Specifications, and Estimates) Authorization (previously EQ-200) – completed by VDOT.
4. Final Environmental Certification/Commitments Checklist (EQ-103) – to be completed by VDOT.
5. Final Document Re-evaluations for RW (Right of Way) Authorization and PSE (Plans, Specifications, and Estimates) Authorization (previously EQ-200) – to be completed by VDOT.

Exhibit 102.05(g.1)

S102CF1-0309

VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR
USE OF DOMESTIC MATERIAL

February 26, 2009

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

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

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

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

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

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

Section 635.410(b) of Title 23 CFR permits a minimal amount of steel or iron material to be incorporated in the permanent work on a federal-aid contract. The cost of such materials or products must not exceed one-tenth of one percent of the contract amount or \$2500, whichever is greater.

The cost of the foreign iron or steel material is defined as its monetary value delivered to the job site and supported by invoices or bill of sale to the Contractor. This delivered to site cost must include transportation, assembly, installation and testing.

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

Waivers:

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

- 1 that the use of domestic steel or iron materials would be inconsistent with the public interest;
or
2. materials or products requested for use are not produced in the United States in sufficient or reasonably available quantities and are of satisfactory quality for use in the permanent work.

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

1. Project number/description, project cost, waiver item, item cost, country of origin for the product, reason for the waiver, and
2. Analysis of redesign of the project using alternative or approved equal domestic products

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

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

Alternative Bidding Procedures:

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

In accordance with the provisions of Section 103.02 the Contract will be awarded to the lowest responsive and responsible bidder who submits the lowest total bid based on furnishing domestic iron or steel unless such total exceeds the lowest total bid based on furnishing foreign iron and/or steel by more than 25 percent, in which case the award will be made to the lowest responsive and responsible bidder furnishing foreign iron and/or steel based upon furnishing verifiable supportive data. The bidder shall submit a bid based on permanently incorporating only domestic iron and/or steel in the construction of the project. The bidder may also submit a bid for the same proposed contract based on being allowed to permanently incorporate corresponding foreign iron and/or steel materials meeting the other contract requirements into the work on the contract. If he chooses to submit such a bid, that alternate bid shall clearly indicate which foreign iron and/or steel items will be permanently

installed in the work as well as contain prices for all other items listed in the corresponding domestic proposal to complete a total "Foreign" bid.

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

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

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

Certification of Compliance:

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

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

Exhibit 102.05(q.2)

SF010CF-0309

FHWA 1273, MEMORANDUM AND CFR CHANGE

January 19, 2009

REQUIRED CONTRACT PROVISIONS, FEDERAL-AID CONSTRUCTION CONTRACTS (FHWA 1273) shall apply to this contract as well as the following:

- **FHWA memorandum with the subject titled “THE DISCONTINUANCE OF THE FHWA-45, FHWA-47 & FHWA-810”**. In accordance with this memorandum the Contractor shall be governed by the following:

The submission of Form C-50 (FHWA 47) which is used to fulfill the reporting requirements of Section VI, Record of Materials, Supplies, and Labor of **FHWA 1273—Required Contract Provisions Federal-Aid Construction Contracts** is no longer required on Federal Aid Construction Contracts. Only that part of Section VI of **FHWA 1273** is thus eliminated. All the other parts remain in effect.

- **CFR (Code of Federal Regulations) change regarding Employee Social Security Numbers and Addresses on Payrolls**. In accordance with the US Department of Labor regulations change in 29 CFR Parts 3 and 5 the Contractor shall be governed by the following:

Section V, Paragraph 2b of **FHWA 1273—Required Contract Provisions Federal-Aid Construction Contracts** is replaced with the following:

The payroll records shall contain the name, and the last four digits of the social security number of each such employee, his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid.

FHWA-1273 Electronic version -- March 10, 1994

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

	Page
I. General	1
II. Nondiscrimination	2
III. Nonsegregated Facilities	5
IV. Payment of Predetermined Minimum Wage	6
V. Statements and Payrolls	10
VI. Record of Materials, Supplies, and Labor	11
VII. Subletting or Assigning the Contract	11
VIII. Safety: Accident Prevention	12
IX. False Statements Concerning Highway Project	12

X. Implementation of Clean Air Act and Federal Water Pollution Control Act	13
XI. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion	13
XII. Certification Regarding Use of Contract Funds for lobbying	16

ATTACHMENTS

A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendent and to all work performed on the contract by piecework, station work, or by subcontract.
2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.
3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;
Section IV, paragraphs 1, 2, 3, 4, and 7;
Section V, paragraphs 1 and 2a through 2g.
5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.
6. **Selection of Labor:** During the performance of this contract, the contractor shall not:
 - a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
 - b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23

U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

- a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
- b. The contractor will accept as his operating policy the following statement:

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

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.
3. **Dissemination of Policy:** All members of the contractor's staff who are to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual will be taken as a minimum:
 - a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
 - b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
 - c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.
 - d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
 - e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
 - a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified

- minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)
 - c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.
5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
 - b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
 - c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
 - d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.
6. **Training and Promotion:**
- a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
 - b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.
 - c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

- d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.
7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:
- a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
 - b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
 - c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.
 - d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.
8. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.
- a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.
 - b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.
 - c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.
- a. The records kept by the contractor shall document the following:
- (1) The number of minority and non-minority group members and women employed in each work classification on the project;
 - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
 - (4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.
- b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

- a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.
- b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).
- c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

- a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.
- b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.
- c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

- a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.
- b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:
 - (1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;
 - (2) the additional classification is utilized in the area by the construction industry;
 - (3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

- (4) with respect to helpers, when such a classification prevails in the area in which the work is performed.
- c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.
- 3. Payment of Fringe Benefits:**
- a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.
- b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- 4. Apprentices and Trainees (Programs of U.S. DOL) and Helpers:**
- a. Apprentices:
- (1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of

Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

- (2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.
- (3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.
- (4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

- (1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.
- (2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- (3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage

and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

- (4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. **Helpers:**

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under a approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

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

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

- a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.
- b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain

- written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.
- c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.
 - d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;
 - (2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;
 - (3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
 - e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.
 - f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.
 - g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

- a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.
 - b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.
 - c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.
2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).
 - a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.
 - b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.
2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

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

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

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

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

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

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns

- that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.
 - f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
 - g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 - h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.
 - i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions

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 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 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 1b of this certification; and
 - d. Have not within a 3-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.

* * * * *

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

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

- 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.

* * * * *

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.
-

FHWA MEMORANDUM



U.S. Department of
Transportation
**Federal Highway
Administration**

MEMORANDUM

Subject: ACTION: The Discontinuance of the FHWA-45,
FHWA-47 & FHWA-810 **Date:** May 22, 2007

From: /s/ Original signed by
Dwight Horne,
Director Office of Program Administration **In Reply** HIPA-10
Refer to:

To: Directors of Field Services
Division Administrators
Federal Lands Administrator

Effective immediately, Divisions and/or our State Transportation Agency (STA) partners will no longer be required to submit data to HIPA-10 that is collected as it relates to:

The FHWA-45, Bid Price Data¹,

The FHWA-47, Statement of Materials and Labor Used by Contractors on Highway Construction Involving Federal Funds², and

The FHWA-810, Bid Tabulation Data³

For several years, STAs have commented that the reports generated from the data collection efforts were of little utility and that there were statistical limitations, statistical significance, and accuracy issues with the data which were felt could result in misleading information. There was also a noted reporting burden on States and contractors. The suggestions have often been to eliminate the reporting requirements all together.

In 2003, the GAO conducted a review of the States' highway construction costs. As part of its review, the GAO reviewed FHWA's cost data collection requirements. In its discussions, the GAO also identified similar issues and concerns with the data series as discussed above. In a December 2003 report GAO made recommendations to FHWA to review the usefulness and accuracy and/or under reporting of the data collected.

As a result, FHWA has determined that it is appropriate to discontinue the reporting requirements for the FHWA 45, 47 and 810 as collection of this data for needed reports such as the "Highway Statistics" publication can be collected through other means. The main reasons for this decision are the strong disinterest in the data collection activities and comments provided to us by our STA partners suggesting that we are not collecting the data extensively enough to be of utility. We will also be going through an abridged regulatory update as appropriate to reflect this action.

Please contact Bob Wright, at 202-366-4630, to answer any questions and/or for additional information on this matter.

The FHWA 45, Bid Price Data, was collected on NHS projects over \$500,000. The FHWA 45 served as a means to compute the highway construction bid price index, which is published in the document "Price

Trends for Federal-aid Highway Construction. The data was used in our "Highway Statistics" publication and by other outside sources, including its use by congressional committees in their deliberations on pending new highway legislation.

The FHWA 47, Statement of Materials and Labor Used by Contractors on Highway Construction Involving Federal Funds, was collected on all NHS projects over \$1,000,000. The FHWA 47 served as a means to collect data related to the quantities of materials, supplies and labor used for various types of highway construction. The data reported on this form was used primarily to compute usage factors for these various materials, supplies, and labor. These factors were used to determine the economic impacts of cuts or increases in the cost of Federal-aid highway construction.

FHWA 810, Bid Tabulation Data was collected on all NHS projects. The needs for the FHWA 810 have been to compute national summaries on the largest contract awards and contract size statistics. The data was also used to produce state-by-state summaries on contracts awards, number of bids and average number of bids.

Exhibit 102.05(q.3)

SF030AF-0708

Reissued July 2008

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

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals for female and minority participation, expressed in percentage terms of the Contractor's aggregate work force in each trade on all construction works in the covered area, are as follows:

Females- 6.9%

Minorities - See Attachment "A"

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

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

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

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

1. As, used in this provision:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

- c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941;
- d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors and Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the coverer area. Covered construction Contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, shall assign two or more women to each construction project. The Contractor shall specifically ensure that all foreman, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off the street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union, or if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or women sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
 - f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper or annual report; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
 - g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents and General Foremen prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed and disposition of the subject matter.
 - h. Disseminate the Contractor's EEO policy externally by including in any news media advertisement that the Contractor is "An Equal Opportunity Employer" for minority and female, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

- i. Directs its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures and tests to be used in the selection process.
 - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of Contractor's workforce.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for such opportunities through appropriate training or other means.
 - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are nonsegregated, except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. Goals for women have been established. However, the Contractor IS required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner, that is even though the Contractor has achieved its goals for women, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or nation origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director will proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate and make known to the Department a responsible official as the EEO Officer to monitor all employment related activity, to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors will not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

ATTACHMENT A

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

	VA Lexington; VA Martinsville; VA Radford; VA Staunton; VA Waynesboro; WV Pendleton.	
022 Richmond, VA		
	SMSA Counties:	
	6140 Petersburg - Colonial Heights - Hopewell, VA	30.6
	VA Dinwiddie; VA Prince George; VA Colonial Heights; VA Hopewell; VA Petersburg.	
	6760 Richmond, VA	24.9
	VA Charles City; VA Chesterfield; VA Goochland, VA Hanover; VA Henrico; VA New Kent; VA Powhatan; VA Richmond.	
	Non-SMSA Counties	27.9
	VA Albemarle; VA Amelia; VA Brunswick; VA Buckingham, VA Caroline; VA Charlotte; VA Cumberland; VA Essex; VA Fluvanna; VA Greene; VA Greensville; VA Halifax; VA King and Queen; VA King William; VA Lancaster; VA Louisa; VA Lunenburg; VA Madison; VA Mecklenburg; VA Northumberland; VA Nottoway; VA Orange; VA Prince Edward; VA Richmond VA Sussex; VA Charlottesville; VA Emporia; VA South Boston	
023 Norfolk - Virginia Beach - Newport News VA:		
	SMSA Counties:	
	5680 Newport News- Hampton, VA	27.1
	VA Gloucester; VA James City; VA York; VA Hampton; VA Newport News; VA Williamsburg.	
	5720 Norfolk - Virginia Beach - Portsmouth, VA - NC	26.6
	NC Currituck; VA Chesapeake; VA Norfolk; VA Portsmouth; VA Suffolk; VA Virginia Beach.	
	Non-SMSA Counties	29.7
	NC Bertie; NC Camden; NC Chowan; NC Gates; NC Hertford; NC Pasquotank; NC Perquimans; VA Isle of Wight; VA Matthews; VA Middlesex; VA Southampton; VA Surry; VA Franklin.	
Washington, DC:		
020 Washington, DC.		
	SMSA Counties:	
	8840 Washington, DC - MD - VA	28.0
	DC District of Columbia; MD Charles; MD Montgomery MD Prince Georges; VA Arlington; VA Fairfax; VA Loudoun; VA Prince William VA Alexandria; VA Fairfax City; VA Falls Church.	
	Non- SMSA Counties	25.2
	MD Calvert; MD Frederick; MD St. Marys; MD Washington; VA Clarke; VA Culpeper; VA Fauquier; VA Frederick; VA King George; VA Page; VA Rappahannock; VA Shenandoah; VA Spotsylvania; VA Stafford; VA Warren; VA Westmoreland; VA Fredericksburg; VA Winchester WV Berkeley; WV Grant; WV Hampshire; WV Hardy; WV Jefferson; WV Morgan.	
Tennessee:		
052 Johnson City - Kingsport - Bristol, TN - VA		
	SMSA Counties:	
	3630 Johnson City - Kingsport -Bristol, TN-VA	2.6
	TN Carter; TN Hawkins; TN Sullivan; TN Washington; VA Scott: VA Washington; VA Bristol.	
	Non-SMSA Counties	3.2
	TN Greene; TN Johnson; VA Buchanan; VA Dickenson; VA Lee; VA Russell; VA Smyth; VA Tazewell; VA Wise; VA Norton; WV McDowell; WV Mercer.	
Maryland:		
019 Baltimore MD		
	Non-SMSA Counties	23.6

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

Exhibit 107.13

SF001AF-0708

Reissued July 2008

PREDETERMINED MINIMUM WAGE RATES

U.S. DEPARTMENT OF LABOR
OFFICE OF THE SECRETARY
WASHINGTON
DECISION OF THE SECRETARY

This case is before the Department of Labor pursuant to a request for a wage predetermination as required by law applicable to the work described.

A study has been made of wage conditions in the locality and based on information available to the Department of Labor the wage rates and fringe payments listed are hereby determined by the Secretary of Labor as prevailing for the described classes for labor in accordance with applicable law.

This wage determination decision and any modifications thereof during the period prior to the stated expiration date shall be made a part of every contract for performance of the described work as provided by applicable law and regulations of the Secretary of Labor, and the wage rates and fringe payments contained in this decision, including modifications, shall be the minimums to be paid under any such contract and subcontractors on the work.

The contracting officer shall require that any class of laborers and mechanics which is not listed in the wage determination and which is to be employed under the contract, shall be classified or reclassified conformably to the wage determination, and a report of the action taken shall be sent by the Federal agency to the Secretary of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics to be used, the question accompanied by the recommendation of the contracting officer shall be referred to the Secretary for determination.

Before using apprentices on the job the contractor shall present to the contracting officer written evidence of registration of such employees in a program of a State apprenticeship and training agency approved and recognized by the U.S. Bureau of Apprenticeship and Training. In the absence of such a State agency, the contractor shall submit evidence of approval and registration by the U.S. Bureau of Apprenticeship and Training.

The contractor shall submit to the contracting officer written evidence of the established apprentice-journeyman ratios and wage in the project area, which will be the basis for establishing such ratios and rates for the project under the applicable contract provisions.

Fringe payments include medical and hospital care, compensation for injuries or illness resulting from occupational activity, unemployment benefits, life insurance, disability and sickness insurance, accident insurance (all designated as health and welfare), pensions, vacation and holiday pay, apprenticeship or other similar programs and other bona fide fringe benefits.

By direction of the Secretary of Labor



E. Irving Manger, Associate Administrator
Division of Wage Determinations
Wage and Labor Standards Administration

Exhibit 107.15

S107HF0-0708

VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR
SECTION 107.15

January 17, 2008cc

Section 107.15 of the Specifications is replaced by the following:

Section 107.15—Use of Disadvantaged Business Enterprises (DBEs)

Disadvantaged Business Enterprise (DBE) Program Requirements.

Any Contractor, subcontractor, supplier, DBE firm, and contract surety involved in the performance of work on a federal-aid contract shall comply with the terms and conditions of the 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 VDOT's Road and Bridge Specifications and DBE Program rules and regulations.

All time frames referenced in this provision are expressed in workdays 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 workday.

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

Miscellaneous DBE Program Requirements.

In accordance with 49 CFR Part 26 and VDOT's DBE Program requirements, the Contractor, for itself and for its subcontractors and suppliers, whether certified DBE firms or not, shall commit to complying fully with the auditing, record keeping, confidentiality, cooperation, and anti-intimidation or retaliation provisions contained in those federal and state DBE Program regulations. By bidding on this contract, and by accepting and executing this contract, the Contractor agrees to assume these contractual obligations and to bind the Contractor's subcontractors contractually to the same at the Contractor's expense.

Required Contract Provisions.

For the purposes of this provision, Contractor is defined as the Prime Contractor of the contract; and sub-contractor is defined as any DBE supplier, manufacturer, or subcontractor performing work or furnishing material, supplies or services to the contract. The Contractor shall physically include this same contract provision in every supply or work/service subcontract that it makes or executes with a subcontractor having work for which it intends to claim credit.

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

Bank Services.

The Contractor and each subcontractor are encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals. Such banking services and the fees charged for services typically will not be eligible for DBE Program contract goal credit. Such information is available from the VDOT's Internet Civil Rights Division website: www.Virginiadot.org/business/bu-civil-rights-support-specs.

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 Department of Minority Business Enterprises or VDOT in accordance with federal and VDOT guidelines. A directory listing of certified DBE firms can be obtained from Department of Minority Business Enterprises Internet website: www.dmb.state.va.us

DBE Program-related Certifications Made by Bidders\Contractors.

Bids will be considered non-responsive and will be rejected for failure to comply with the requirements of this Special Provision and the contract specifications. By submitting a bid and by entering into any contract on the basis of that bid, the bidder/Contractor certifies to each of the following DBE Program-related conditions and assurances:

- (1) That the management and bidding officers of its firm agree to comply with the bidding and project construction and administration obligations of the USDOT DBE Program requirements and regulations of 49 CFR Part 26 as amended, and VDOT's Road and Bridge Specifications and DBE Program requirements and regulations.
- (2) Under penalty of perjury and other applicable penal law that it has complied with the DBE Program requirements in submitting the bid, and shall comply fully with these requirements in the bidding, award, and execution of the contract.
- (3) To ensure that certified DBE firms have been given full and fair opportunity to participate in the performance of the contract. The bidder certifies that all reasonable steps were, and will be, taken to ensure that DBE firms had and will have an opportunity to compete for and perform work on the contract. The bidder further certifies that the bidder shall not discriminate on the basis of race, color, age, national origin, or sex in the performance of the contract or in the award of any subcontract.

Any agreement between a bidder and a DBE whereby the DBE promises not to provide quotations for performance of work to other bidders is prohibited.

- (4) As a bidder good faith efforts were made to obtain certified DBE participation in the proposed contract at or above the goal for certified DBE participation established by VDOT. It has submitted as a part of its bid a true, accurate, complete, and detailed written explanation of the good faith efforts it performed to meet the contract goal for certified DBE participation.
- (5) Once awarded the contract, the Contractor shall make good faith efforts to utilize certified DBE firms to perform work designated to be performed by certified DBEs at or above the amount or percentage of the dollar value specified in the bidding documents. Further, the Contractor understands it shall not unilaterally terminate, substitute for, or replace any DBE firm that was designated in the executed contract in whole or in part with another DBE, any non-DBE firm, or with the Contractor's own forces or those of an affiliate of the

Contractor without the prior written consent of VDOT as set out within the requirements of this provision.

Once a contract is awarded, the Contractor shall designate and make known to the Department a liaison officer who is assigned the responsibility of administering and promoting an active and inclusive DBE program as required by 49 CFR Part 26 for certified DBEs. The designation and identity of this officer need be submitted only once by the Contractor during any twelve (12) month period at the preconstruction conference for the first contract the Contractor has been awarded during that reporting period. The Department will post such information for informational and administrative purposes at VDOT's Internet Civil Rights Division website.

- (6) Once awarded the contract, the Contractor shall comply fully with all regulatory and contractual requirements of the USDOT DBE Program, and that each DBE firm participating in the contract shall fully perform the designated work items with the DBE's own forces and equipment under the DBE's direct supervision, control, and management. If it is awarded the contract and if VDOT determines that as the Contractor, a DBE or any other firm retained by the Contractor has failed to comply with federal or VDOT DBE Program regulations and/or their requirements on that contract, VDOT has the authority and discretion to determine the extent to which the DBE contract goals have not been met, and will assess against the Contractor any remedies available at law or provided in the contract in the event of such a contract breach.
- (7) In the event a bond surety takes over the completion of work after VDOT has terminated the prime Contractor, the surety shall be obligated to meet the same DBE contract goals as were required of the original prime Contractor in accordance with the requirements of this specification.

Designation of DBE Firms to Perform on Contract.

The bidder, by signing and submitting its bid, certifies the DBE participation information submitted within the stated time thereafter is true, correct, and complete, and that the information provided includes the names of all certified DBE firms that will participate in the contract, the specific line item(s) that each listed certified DBE firm will perform, and the creditable dollar amounts of the participation of each listed certified DBE. The specific line item must reference the VDOT line number and item number contained in the proposal. The bidder further certifies, by signing its bid, it has committed to use each certified DBE firm listed for the specific work item shown to meet the contract goal for certified DBE participation. Award of the contract will be conditioned upon meeting these and other listed requirements of 49 CFR Part 26.53 and the contract documents.

By signing the bid, the bidder certifies on work it proposes to sublet, it has made good faith efforts to seek out and consider certified DBEs as potential subcontractors. The bidder shall contact DBEs to solicit their interest, capability, and prices in sufficient time to allow them to respond effectively, and shall retain on file proper documentation to substantiate its good faith efforts.

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

- (1) When a Contractor has made a commitment to use a DBE firm that is not currently certified, thereby making the Contractor ineligible to receive DBE participation credit for work performed, and a subcontract has not been executed, the ineligible DBE firm does not count toward either the contract goal or overall goal. The Contractor shall meet the

contract goal with a DBE firm that is eligible to receive DBE credit for work performed, or must demonstrate to the Engineer that it has made good faith efforts to do so.

When a Contractor has executed a subcontract with a certified DBE firm prior to official notification of the DBE firm's loss of eligibility, the Contractor may continue to use the firm on the contract and shall continue to receive DBE credit toward its DBE goal for the subcontractor's work.

When VDOT has executed a prime contract with a DBE firm that is certified at the time of contract execution but that is later ruled ineligible, the portion of the ineligible firm's performance on the contract before VDOT has issued the notice of its ineligibility shall count toward the contract goal.

- (2) If a certified DBE subcontractor is terminated, or fails, refuses, or is unable to complete the work on the contract for any reason, the Contractor must promptly request approval to substitute or replace that firm in accordance with this section of this Special Provision. The Contractor, as aforementioned in (1) above, shall notify VDOT in writing before terminating and/or replacing the certified DBE that was committed as a condition of contract award or that is otherwise being used or represented to fulfill certified DBE contract obligations during the contract performance period. Written consent from the Department for terminating the performance of any DBE shall be granted only when the Contractor can demonstrate that the DBE is unable, unwilling, or ineligible to perform its obligations for which the Contractor sought credit toward the contract DBE goal. Such written consent by the Department to terminate any DBE shall concurrently constitute written consent to substitute or replace the terminated DBE with another DBE. Consent to terminate a certified DBE shall not be based on the Contractor's ability to negotiate a more advantageous contract with another subcontractor whether that subcontractor is, or is not, a certified DBE

(a) Contractor's Written Request to Terminate DBE

All Contractor requests to terminate, substitute, or replace a certified DBE shall be in writing, and shall include the following information:

- (i) The date the Contractor determined the certified DBE to be unwilling, unable, or ineligible to perform;
- (ii) The projected date that the Contractor shall require a substitution or replacement DBE to commence work if consent is granted to the request;
- (iii) A brief statement of facts describing and citing specific actions or inaction by the certified DBE giving rise to the Contractor's assertion that the certified DBE is unwilling, unable, or ineligible to perform;
- (iv) A brief statement of the affected certified DBE's capacity and ability to perform the work as determined by the Contractor;
- (v) A brief statement of facts regarding actions taken by the Contractor which are believed to constitute good faith efforts toward enabling the certified DBE to perform;
- (vi) The current percentage of work completed on each bid item by the certified DBE;

- (vii) The total dollar amount currently paid per bid item for work performed by the DBE;
 - (viii) The total dollar amount per bid item remaining to be paid to the certified DBE for work completed, but for which the certified DBE has not received payment, and with which the Contractor has no dispute;
 - (ix) The total dollar amount per bid item remaining to be paid to the certified DBE for work completed, but for which the certified DBE has not received payment, and over which the Contractor and/or the certified DBE have a dispute.
- (b) Contractor's Written Notice to DBE of Pending Request to Terminate and Substitute With Another DBE

The Contractor shall send a copy of the "request to terminate and substitute" letter to the affected committed DBE firm, in conjunction with submitting the request to the Engineer. The affected DBE firm may submit a response letter to the Department within two (2) working days of receiving the notice to terminate from the Contractor. The affected DBE firm shall explain its position concerning performance on the committed work. The Department will consider both the Contractor's request and the DBE's response and explanation before approving the Contractor's termination and substitution request, or determining if any action should be taken against the Contractor.

If, after making its best efforts to deliver a copy of the "request to terminate and substitute" letter, the Contractor is unsuccessful in notifying the affected DBE firm, the Department will verify the affected, committed DBE firm is unable or unwilling to continue the contract, and the Department will immediately approve the Contractor's request for a substitution.

- (c) Proposed Substitution of Another Certified DBE

Upon termination of a certified DBE, the Contractor shall use reasonable good faith efforts to replace the terminated DBE. The termination of such certified DBE shall not relieve the Contractor of its obligations pursuant to this section, and the unpaid portion of the terminated certified DBE's contract would not be counted toward the contract goal.

When a DBE substitution is necessary the Contractor shall submit in writing the name of another certified DBE firm, the proposed work to be performed by that firm, and the dollar amount of the work to replace the unfulfilled portion of the work of the originally committed DBE firm. The Contractor shall furnish all pertinent information including contract I.D. number, project number, bid item, item description, bid unit and bid quantity, unit price, and total price. In addition, the Contractor shall submit documentation for the requested substitute DBE as described in this section of this Special provision.

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

Bidding Procedures.

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

Contract Goal, Good Faith Efforts Specified.

All bidders evidencing the attainment of DBE goal commitment equal to or greater than the required DBE goal established for the project must submit completed Form C-111 as a part of the bid documents. Form C-111 may be submitted electronically or may be faxed to the Department, but in no case shall the bidder's Form C-111 be received later than 2 hours after the time stated in the bid proposal for the receipt of bids.

If, at the time of submitting its bid the bidder knowingly cannot meet or exceed the required DBE contract goal, it shall submit Form C-111 exhibiting the DBE participation it attained as a part of its bid documents. The bidder shall then submit its good faith efforts within two (2) working days after the bid opening.

The lowest responsive and responsible bidder must submit its properly executed Form C-112 within two (2) working days after the bids have been opened and the determination of apparent lowest bidder. If, after review of the apparent lowest bid, VDOT determines the DBE requirements have not been met, the apparent lowest successful bidder must submit good faith documentation, which must be received by the Contract Engineer within two (2) working days after official notification of such failure to meet the aforementioned DBE requirements.

Good Faith Efforts Described.

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

- (1) Soliciting through reasonable and available means, such as but not limited to, attendance at pre-bid meetings, advertising, and written notices to certified DBEs who have the capability to perform the work of the contract. Examples include: advertising in at least one daily newspaper of general circulation; phone contact with a completely documented telephone log, including the date and time called, contact person, or voice mail status; and internet contacts with supporting documentation, including dates advertised. The bidder shall solicit this interest no less than five (5) business days before the bids are due so that the solicited DBEs have enough time to reasonably respond to the solicitation. The bidder shall determine with certainty if the DBEs are interested by taking reasonable steps to follow up initial solicitations as evidenced by documenting such efforts on Department standard good faith documentation forms;
- (2) Selecting portions of the work to be performed by certified DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the Contractor might otherwise prefer to perform these work items completely or with its own forces;
- (3) Providing interested certified DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner, which will assist the DBEs in responding to a solicitation;

- (4) Negotiating for participation in good faith with interested DBEs;
 - (a) Evidence of such negotiation shall include the names, addresses, and telephone numbers of DBEs that were considered; dates DBEs were contacted, a description of the information provided regarding the plans, specifications, and requirements of the contract for the work selected for subcontracting; and, if insufficient DBE participation seems likely, evidence as to why additional agreements could not be reached for DBEs to perform the work;
 - (b) A bidder using good business judgment should consider a number of factors in negotiating subcontractors, including certified DBE subcontractors, and should take a firm's price, qualifications, and capabilities, as well as contract goals, into consideration. However, the fact that there may be some additional costs involved in finding and using certified DBEs is not sufficient reason for a bidder's failure to meet the contract goal for certified DBE participation, as long as such costs are reasonable and comparable to costs customarily appropriate to the type of work under consideration. Also, the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make diligent good faith efforts. Bidders are not, however, required to accept higher quotes from DBEs if the price difference can be shown by the bidder to be excessive, unreasonable; or greater than would normally be expected by industry standards;
- (5) A bidder cannot reject a certified DBE as being unqualified without sound reasons based on a thorough investigation of the DBE's capabilities. The certified DBE's standing within its industry, membership in specific groups, organizations, associations and political or social affiliations, and union vs. non-union employee status are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal for certified DBE participation;
- (6) Making efforts to assist interested certified DBEs in obtaining bonding, lines of credit, or insurance as required by VDOT or by the bidder/Contractor;
- (7) Making efforts to assist interested certified DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services subject to the restrictions contained in these provisions;
- (8) Effectively using the services of appropriate personnel from VDOT and from the Virginia Department of Minority Business Enterprises, (VDMBE); 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.

Bid Rejection.

The failure of a bidder to submit the required documentation within the timeframes specified in the **Contract Goal, Good Faith Efforts Specified** section of this Special Provision may be cause for rejection of that bidder's bid.

In order to award a contract to a bidder that has failed to meet DBE contract goal requirements, VDOT will determine if the bidder's efforts were adequate good faith efforts, and if given all relevant circumstances, those efforts were to the extent a bidder actively and aggressively seeking to meet the requirements would make. 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.

If the lowest bidder is rejected for failure to submit required documentation, the Department may either award the work to the next lowest bidder, or re-advertise and construct the work under contract or otherwise as determined by the Commonwealth Transportation Board (CTB).

Documentation, and Administrative Reconsideration of Good Faith Efforts.

During Bidding

As described in the **Contract Goal, Good Faith Efforts Specified** section of this Special Provision, the bidder must provide certified written documentation of its good faith efforts made to meet the DBE contract goal as proposed by VDOT within the timeframe specified in this section of the provision. No extension of time for submittal of good faith effort documentation will be allowed. The means of transmittal and the risk for timely receipt of this information shall be the responsibility of the bidder. The bidder shall attach additional pages to the certification, if necessary, in order to fully detail specific good faith efforts made to obtain certified DBE firm participation in the proposed contract work.

However, regardless of the DBE contract goal participation level proposed by the bidder or the extent of good faith efforts shown, all bidders shall timely and separately file their completed and executed Forms C-111 and C-112 and good faith efforts as aforementioned, or face potential bid rejection. If a bidder does not submit its completed and executed C-111 or C-112 when required by this Special Provision the bidder's bid will be considered non-responsive and will be rejected.

Where the Department upon initial review of the bid results determines the apparent low bidder has failed or appears to have failed to meet the requirements of the **Contract Goal, Good Faith Efforts Specified** section of this Special Provision and has failed to adequately document that it made a good faith effort to achieve sufficient DBE participation as specified in the bid proposal, that firm upon notification of the Department's initial determination will be offered the opportunity for administrative reconsideration before VDOT rejects that bid as non-responsive. The bidder shall address such request for reconsideration in writing to the Contract Engineer within five (5) days of receipt of notification by the Department and shall be given the opportunity to discuss the issue and present its evidence in person to the Administrative Reconsideration Panel. The Administrative Reconsideration Panel will be made up of VDOT Division Administrators for the Civil Rights, Scheduling and Contract and Procurement divisions, none of who took part in the initial determination that the bidder failed to make the goal or make adequate good faith efforts to do so. After reconsideration, VDOT shall notify the bidder in writing of its decision and explain the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so.

If, after reconsideration, the Department determines the bidder has failed to meet the requirements of the contract goal and has failed to make adequate good faith efforts to achieve the level of DBE participation as specified in the bid proposal, the bidder's bid will be rejected.

If sufficient documented evidence is presented to demonstrate that the apparent low bidder made reasonable good faith efforts, the Department will award the contract and reduce the DBE requirement to the actual commitment identified by the lowest successful bidder at the time of its bid.

However, such action will not relieve the Contractor of its responsibility for complying with the reduced DBE requirement during the life of the contract or any administrative sanctions as may be appropriate.

During the Contract

If the Contractor fails upon completion of the project to meet the required participation, the Contractor and any prime contractual affiliates, as in the case of a joint venture, may be enjoined from bidding as a prime Contractor, or participating as a subcontractor on VDOT projects for a period of 90 days.

Prior to enjoinder from bidding or denial to participate as a subcontractor for failure to comply with participation requirements, as provided hereinbefore, the Contractor may submit documentation to the Engineer to substantiate that failure was due solely to quantitative underrun(s) or elimination of items subcontracted to DBEs, and that all feasible means have been used to obtain the required participation. The Engineer upon verification of such documentation shall make a determination whether or not the Contractor has met the requirements of the contract.

If it is determined that the aforementioned documentation is insufficient or the failure to meet required participation is due to other reasons, the Contractor may request an appearance before the Administrative Reconsideration Panel to establish that all feasible means were used to meet such participation requirements. The decision of the Administrative Reconsideration Panel shall be administratively final. The enjoinder period will begin upon the Contractor's failure to request a hearing within the designated time frame or upon the Administrative Reconsideration Panel's decision to enjoin, as applicable.

DBE Participation for Contract Goal Credit

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

- (1) Cost-plus subcontracts will not be considered to be in accordance with normal industry practice and will not normally be allowed for credit.
- (2) The applicable percentage of the total dollar value of the contract or subcontract awarded to the DBE will be counted toward meeting the contract goal for certified DBE participation in accordance with the **Designation of DBE Firms to Perform on Contract** section of this Special Provision for the value of the work, goods, or services that are actually performed or provided by the certified DBE firm itself or subcontracted by the certified DBE to other certified DBE firms.
- (3) When a certified DBE performs work as a participant in a joint venture, the Contractor may count toward the DBE goal only that portion of the total dollar value of the contract equal to the distinctly defined portion of the contract work that the DBE has performed with the DBE's own forces or in accordance with the provisions of this Section. The Department shall be contacted in advance regarding any joint venture involving both a certified DBE firm and a non-DBE firm to coordinate Department review and approval of the joint venture's organizational structure and proposed operation where the Contractor seeks to claim the certified DBE's credit toward the DBE contract goal.

When a DBE subcontracts part of the work of the contract to another firm, the value of that subcontracted work may be counted toward the DBE contract goal only if the DBE's subcontractor at a lower tier is a VDOT certified DBE. Work that a certified DBE subcontracts to either a non-DBE firm or to a non-certified DBE firm will not count toward

the DBE contract goal. The cost of supplies and equipment a DBE subcontractor purchases or leases from the prime Contractor or the prime's affiliated firms will not count toward the contract goal for certified participation.

- (4) The Contractor may count expenditures to a certified DBE subcontractor toward the DBE contract goal only if the certified DBE performs a Commercially Useful Function (CUF) on that contract.
- (5) A Contractor may not count the participation of a certified DBE subcontractor toward the Contractor's final compliance with the DBE contract goal obligations until the amount being counted has actually been paid to the certified DBE. A Contractor may count sixty (60) percent of its expenditures actually paid for materials and supplies obtained from a DBE certified by VDOT as a regular dealer, and one hundred (100) percent of such expenditures actually paid for materials and supplies obtained from a VDOT certified DBE manufacturer.
 - (a) For the purposes of this Special Provision, a regular dealer is defined as a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the material, supplies, articles, or equipment required and used under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the certified DBE firm shall be an established business that regularly engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. Packers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions will not be considered regular dealers.
 - (b) A certified DBE firm may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business where it keeps such items in stock if the certified DBE both owns and operates distribution equipment for the products it sells and provides for the contract work. Any supplementation of a regular dealer's own distribution equipment shall be by a long-term lease agreement and not on an *ad hoc* or contract-by-contract basis to be eligible for credit to meet the DBE contract goal.
 - (c) If a certified DBE regular dealer is used for DBE contract goal credit, no additional credit will be given for hauling or delivery to the project site goods or materials sold by that certified DBE regular dealer. Those delivery costs shall be deemed included in the price charged for the goods or materials by the certified DBE regular dealer, who shall be responsible for their distribution.
 - (d) For the purposes of this Special Provision, a manufacturer will be defined as a firm that operates or maintains a factory or establishment that produces on the premises the material, supplies, articles, or equipment required under the contract and of the general character described by the project specifications. A manufacturer shall include firms that produce finished goods or products from raw or unfinished material, or purchase and substantially alter goods and materials to make them suitable for construction use before reselling them.
- (6) A Contractor may count toward the DBE contract goal the following expenditures to certified DBE firms that are not regular dealers or manufacturers for DBE program purposes:
 - (a) The entire amount of fees or commissions charged by a certified DBE firm for providing a bona fide service, such as professional, technical, consultant or managerial services, or for providing bonds or insurance specifically required for the

performance of the federal-aid contract, if the fee is reasonable and not excessive or greater than would normally be expected by industry standards for the same or similar services.

- (b) The entire amount of that portion of the construction contract that is performed by the certified DBE's own forces and equipment under the DBE's supervision. This includes the cost of supplies and materials ordered and paid for by the certified DBE for contract work, including supplies purchased or equipment leased by the certified DBE, except supplies and equipment a certified DBE subcontractor purchases or leases from the prime Contractor or its affiliates.
- (7) A Contractor may count toward the DBE contract goal one hundred (100) percent of the fees paid to a certified DBE trucker or hauler for the delivery of material and supplies required on the project job site, but not for the cost of those materials or supplies themselves, provided that the trucking or hauling fee is determined by VDOT to be reasonable, as compared with fees customarily charged by non-DBE firms for similar services. Nor could a Contractor count costs for the removal or relocation of excess material from or on the job site when the certified DBE trucking company is not also the manufacturer of or a regular dealer in those materials and supplies. The certified DBE trucking firm shall also perform a CUF on the project and not operate merely as a pass through for the purposes of gaining credit toward the DBE contract goal. Prior to submitting a bid, the Contractor shall determine, or contact the VDOT Civil Rights Division or its district Offices for assistance in determining, whether a DBE trucking firm will meet the criteria for performing a CUF on the project.
- (8) The Contractor will receive DBE contract goal credit for the fees or commissions charged by and paid to a certified DBE broker who arranges or expedites sales, leases, or other project work or service arrangements provided that those fees are determined by VDOT to be reasonable and not excessive as compared with fees customarily charged by non-DBE firms for similar services. For the purposes of this Special Provision, a broker is defined as a person or firm that arranges for delivery of material, supplies, and equipment, or arranges project services but does not own or operate the delivery equipment necessary to transport materials, supplies, or equipment to or from a job site. A broker typically shall not purchase or pay for the material, supplies, or equipment, and if the broker does purchase or pay for those items those costs will be reimbursed in full. To receive DBE contract goal credit VDOT must determine that the DBE broker has performed a CUF in providing the contract work or service.

Performing a Commercially Useful Function (CUF)

No credit toward the DBE contract goal will be allowed for contract payments or expenditures to a certified DBE firm if that DBE firm does not perform a CUF on that contract. A DBE performs a CUF when the DBE is solely responsible for execution of a distinct element of the contract work and the DBE actually performs, manages, and supervises the work involved with the firm's own forces or in accordance with the provisions of the **DBE Participation for Contract Goal Credit** section of this Special Provision. To perform a CUF the certified DBE alone shall be responsible and bear the risk for the material and supplies used on the contract, selecting a supplier or dealer from those available, negotiating price, determining quality and quantity, ordering the material and supplies, installing those materials with the certified DBE's own forces and equipment, and paying for those materials and supplies. The amount the certified DBE firm is to be paid under the contract shall be commensurate with the work the certified DBE actually performs and the DBE credit claimed for the certified DBE's performance.

Monitoring CUF Performance

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

VDOT will monitor the Contractor's DBE involvement during the performance of the contract. However, VDOT is under no obligation to warn the Contractor that a DBE's participation will not count toward the goal.

DBEs Must Perform a Useful and Necessary Role in Contract Completion

A DBE does not perform a commercially useful function if the DBE's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

DBEs Must Perform The Contract Work With Their Own Workforces

If a DBE does not perform and exercise responsibility for at least thirty (30) percent of the total cost of the DBE's contract with the DBE's own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, VDOT will presume that the DBE is not performing a commercially useful function and such participation will not be counted toward the contract goal.

Factors Used to Determine if a DBE Trucking Firm is Performing a CUF

The following factors will be used to determine whether a DBE trucking company is performing a CUF:

- (1) To perform a CUF the DBE trucking firm shall be completely responsible for the management and supervision of the entire trucking operation for which the DBE is responsible by subcontract on a particular contract. There shall not be a contrived arrangement, including but not limited to any arrangement that would not customarily and legally exist under regular construction project subcontracting practices for the purpose of meeting the DBE contract goal;
- (2) The DBE must own and operate at least one fully licensed, insured, and operational truck used in the performance of the contract work. This does not include a supervisor's pickup truck or a similar vehicle that is not suitable for and customarily used in hauling the necessary materials or supplies;
- (3) The DBE receives full contract goal credit for the total reasonable amount the DBE is paid for the transportation services provided on the contract using trucks the DBE owns, insures, and operates using drivers that the DBE employs and manages;
- (4) The DBE may lease trucks from another certified DBE firm, including from an owner-operator who is certified as a DBE. The DBE firm that leases trucks from another

certified DBE will receive credit for the total fair market value actually paid for transportation services the lessee certified DBE firm provides on the contract;

- (5) The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit for the total value of the transportation services provided by non-DBE lessees, not to exceed the value of transportation services provided by DBE-owned trucks on the contract. For additional participation by non-DBE lessees, the DBE will only receive credit for the fee or commission it receives as a result of the lease arrangement.

EXAMPLE: DBE Firm X uses two (2) of its own trucks on a contract. The firm leases two (2) trucks from DBE Firm Y and six (6) trucks from non-DBE Firm Z. DBE credit would be awarded for the total transportation services provided by DBE Firm X and DBE Firm Y, and may also be awarded for the total value of transportation services by four (4) of the six (6) trucks provided by non-DBE Firm Z. In all, full DBE credit would be allowed for the participation of eight (8) trucks. With respect to the other two trucks provided by non-DBE Firm Z, DBE credit could be awarded only for the fees or commissions pertaining to those trucks that DBE Firm X receives as a result of the lease with non-DBE Firm Z.

- (6) For purposes of this section, the lease must indicate that the DBE firm leasing the truck has exclusive use of and control over the truck. This will not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, provided the lease gives the DBE absolute priority for and control over the use of the leased truck. Leased trucks must display the name and identification number of the DBE firm that has leased the truck at all times during the life of the lease.

VDOT Makes Final Determination On Whether a CUF Is Performed

VDOT has the final authority to determine whether a DBE firm has performed a CUF on a federal-aid contract. To determine whether a DBE is performing or has performed a CUF, VDOT will evaluate the amount of work subcontracted by that DBE firm or performed by other firms and the extent of the involvement of other firms' forces and equipment. Any DBE work performed by the Contractor or by employees or equipment of the Contractor may be subject to disallowance under the DBE Program, unless the independent validity and need for such an arrangement and work is demonstrated.

Verification of DBE Participation and Imposed Damages.

Within fourteen days after contract execution, the Contractor shall submit to the Engineer a fully executed subcontract agreement for each DBE used to claim credit in accordance with the requirements stated on Form C-112. The subcontract agreement shall be executed by both parties stating the work to be performed, the details or specifics concerning such work and the price which will be paid to the subcontractor. Because of the commercial damage that the Contractor and its DBE subcontractor could suffer if their subcontract pricing, terms, and conditions were known to competitors, the Department staff shall treat subcontract agreements as proprietary Contractor trade secrets with regard to Freedom of Information Act requests. In lieu of subcontract agreements, purchase orders may be submitted for haulers, suppliers, and manufacturers. Such purchase orders must contain, as a minimum, the following information: authorized signatures of both parties; description of the scope of work to include contract item numbers, quantities, and prices; and required federal contract provisions.

The Contractor shall also furnish, and shall require each subcontractor to furnish, information relative to all DBE involvement on the project for each month during the life of the contract in which participation occurs and verification is available. The information shall be indicated on Form C-63 and certified on Form C-63A, or by copies of cancelled checks with appropriate

identifying notations. Failure to provide the forms to the Engineer by the Contractor's monthly progress estimate date may result in delay of approval of the Contractor's monthly progress estimate for payment. The names and certification numbers of DBE firms provided by the Contractor on the various forms indicated in this Special Provision shall be exactly as shown on the Department's latest list of certified DBEs. Signatures on all forms indicated herein shall be those of authorized representatives of the bidder as shown on Form C-32 or Form C-32A, or authorized by letter from the bidder. If certified DBE firms are used which have not been previously documented with the Contractor's bid and for which the Contractor now desires to claim credit toward the project goal, the Contractor shall be responsible for submitting necessary documentation in accordance with the procedures stipulated in this Special Provision to cover such work prior to the DBE beginning work.

The Contractor shall submit to the Engineer its progress schedule as required by Section 103.06 of the Specifications or other such specific contract scheduling specification that may include contractual milestones, i.e., monthly or VDOT requested updates. The Contractor shall include a narrative of applicable DBE activities relative to work activities of the Contractor's progress schedule, including the approximate start times and durations of all DBE participation to be claimed for credit that shall result in full achievement of the DBE goal required in the contract.

On contracts awarded on the basis of good faith efforts, narratives or other agreeable format of schedule information requirements and subsequent progress determination shall be based on the commitment information shown on the latest Form C-111 as compared with the appropriate Form C-63.

Prior to beginning any major component or quarter of the work, as applicable, in which DBE work is to be performed, the Contractor shall furnish a revised Form C-111 showing the name(s) and certification number(s) of any currently certified DBEs not previously submitted who will perform the work during that major component or quarter for which the Contractor seeks to claim credit toward the contract DBE goal. The Contractor shall obtain the prior approval of the Department for any assistance it may provide to the DBE beyond its existing resources in executing its commitment to the work in accordance with the requirements listed in the **Good Faith Efforts Described** section of this Special Provision. If the Contractor is aware of any assistance beyond a DBE's existing resources that the Contractor, or another subcontractor, may be contemplating or may deem necessary and that have not been previously approved, the Contractor shall submit a new or revised narrative statement for VDOT's approval prior to assistance being rendered.

If the Contractor fails to comply with correctly completing and submitting any of the required documentation requested by this provision within the specified timeframes, the Department will withhold payment of the monthly progress estimate until such time as the required submissions are received VDOT. Where such failures to provide required submittals or documentation are repeated the Department will move to enjoin the Contractor and any prime contractual affiliates, as in the case of a joint venture, from bidding as a prime Contractor, or participating as a subcontractor on VDOT projects until such submissions are received.

Documentation Required for Semi-final Payment.

On those projects nearing completion, the Contractor must submit Form C-63 and appropriate Form C-63A(s) marked "Semi-Final" within twenty (20) days after the submission of the last regular monthly progress estimate to the Engineer. The forms must include each certified DBE used on the contract work and the work performed by each certified DBE. The forms shall include the actual dollar amount paid to each certified DBE for the accepted creditable work on the contract and monies owed the certified DBE subcontractor. The forms shall be certified under penalty of perjury, or other applicable law, to be accurate and complete. VDOT will use this certification and other information available to determine applicable DBE credit allowed to date by VDOT and the extent to which the DBEs were fully paid for that work. The Contractor shall

acknowledge by the act of filing the forms that the information is supplied to obtain payment regarding a federal participation contract. A letter of certification, signed by both the prime Contractor and appropriate certified DBEs, will accompany the forms, indicating the amount, including any retainage that remains to be paid to the certified DBE(s).

Documentation Required for Final Payment.

On those projects that are complete, the Contractor shall submit a final Form C-63 and Form C-63A(s) marked "Final" to the Engineer within thirty (30) days of final acceptance. The forms must include each certified DBE used on the contract and the work performed by each DBE. The forms shall include the actual dollar amount paid to each DBE for the creditable work on the contract and monies owed the DBE subcontractor. VDOT will use these forms and other information available to determine if the Contractor and DBEs have satisfied the DBE contract goal percentage specified in the contract and the extent to which the DBEs were paid for that work. The Contractor shall acknowledge by the act of signing and filing the forms that the information is supplied to obtain payment regarding a federal participation contract.

Prompt Payment Requirements.

The Contractor shall make prompt and full payment to the subcontractor(s) of any retainage held by the prime Contractor after the subcontractor's work is satisfactorily completed.

For purposes of this Special Provision, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished, documented, and accepted as required by the contract documents by VDOT. When VDOT has made partial acceptance of a portion of the prime contract, the Department will consider the work of any subcontractor covered by that partial acceptance to be satisfactorily completed. Payment will be made in accordance with the requirements of Section 107.01, Section 109.08(a), and Section 109.10 of the Specifications.

Upon VDOT's payment of the subcontractor's portion of the work as shown on the monthly progress estimate and the receipt of payment by the Contractor for such work, the Contractor shall make compensation in full to the subcontractor for that portion of the work satisfactorily completed and accepted by the Department. For the purposes of this Special Provision, payment of the subcontractor's portion of the work shall mean the Contractor has issued payment in full, less agreed upon retainage, if any, to the subcontractor for that portion of the subcontractor's work that VDOT paid to the Contractor on the monthly progress estimate.

The Contractor shall make payment of the subcontractor's portion of the work within seven (7) days of the receipt of payment from VDOT in accordance with the requirements of Section 109.08(b) of the Specifications.

If the Contractor fails to make payment of the subcontractor's portion of the work within the timeframe specified herein, the subcontractor shall contact the Engineer and the Contractor's bonding company in writing. The bonding company and VDOT will investigate the cause for non-payment and, barring mitigating circumstances that would make the subcontractor ineligible for payment, ensure payment in accordance with the requirements of Section 109.08(b) of the Specifications.

The Department will withhold payment of the Contractor's monthly progress estimates until the Contractor ensures that the subcontractors have been promptly paid for the work that they have performed successfully and for which the Department has accepted and paid the Contractor.

By bidding on this contract, and by accepting and executing this contract, the Contractor agrees to assume these contractual obligations, and to bind the Contractor's subcontractors contractually to those prompt payment requirements.

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

Data Collection

In accordance with 49CFR Section 26.11, all firms bidding on prime contracts and bidding or quoting subcontracts on federal-aid projects shall provide the following information to the Contract Engineer annually.

- Firm name;
- Firm address;
- Firm's status as a DBE or non-DBE;
- The age of the firm; and
- The annual gross receipts of the firm.

The above information can be submitted by means of the Annual Gross Receipts Survey as required in the Prequalification/Certification application.

All bidders, including DBE prime Contractor bidders, shall complete and submit to the Contract Engineer the Subcontractor/Supplier Solicitation and Utilization Form C-48 for each bid submitted within ten (10) days after the bid opening. Failure of bidders to submit this form in the timeframe specified will be cause for rejection of the bid.

Summary of Remedies Available to VDOT

Failure of any bidder\Contractor to comply with the requirements of this Special Provision for Section 107.15 of the Virginia Road and Bridge Specifications, which is deemed to be a condition of bidding, or where a contract exists, is deemed to constitute a breach of contract shall be remedied in accordance with the following:

Disadvantaged Business Enterprise (DBE) Program Requirements.

All administrative remedies noted in this provision are automatic unless the Contractor exercises the right of appeal within the required timeframe(s) specified herein.

DBE Program-related Certifications Made by Bidders\Contractors

Bids will be considered non-responsive and will be rejected for failure to comply with the requirements of this Special Provision and the contract specifications. Where a contract exists and where the Contractor, a DBE or any other firm retained by the Contractor has failed to comply with federal or VDOT DBE Program regulations and/or their requirements on that contract, VDOT has the authority and discretion to determine the extent to which the DBE contract goals have not been met, and will assess against the Contractor any remedies available at law or provided in the contract in the event of such a contract breach.

Bid Rejection

The failure of bidders to submit the required documentation within the timeframes specified in the Contract Goal, Good Faith Efforts Specified section of this Special Provision may be cause for rejection of the bid.

If the lowest bidder is rejected for failure to submit required documentation, the Department may either award the work to the next lowest bidder, or re-advertise and construct the work under contract or otherwise as determined by the Commonwealth Transportation Board (CTB).

Documentation and Administrative Reconsideration of Good Faith Efforts

During Bidding

Regardless of the DBE contract goal participation level proposed by the bidder or the extent of good faith efforts shown, all bidders shall timely and separately file their completed and executed Forms C-111 and C-112 and good faith efforts as aforementioned or face potential bid rejection. If a bidder does not submit its completed and executed C-111 or C-112 when required by this Special Provision the bidder's bid will be considered non-responsive and will be rejected.

If, after reconsideration, the Department determines the bidder has failed to meet the requirements of the contract goal and has failed to make adequate good faith efforts to achieve the level of DBE participation as specified in the bid proposal, the bidder's bid will be rejected.

If sufficient documented evidence is presented to demonstrate that the apparent low bidder made reasonable good faith efforts, the Department will award the contract and reduce the DBE requirement to the actual commitment identified by the lowest successful bidder at the time of its bid. However, such action will not relieve the Contractor of its responsibility for complying with the reduced DBE requirement during the life of the contract or any administrative sanctions as may be appropriate.

During the Contract

If the Contractor fails upon completion of the project to meet the required participation, the Contractor and any prime contractual affiliates, as in the case of a joint venture, may be enjoined from bidding as a prime Contractor, or participating as a subcontractor on VDOT projects for a period of 90 days.

Verification of DBE Participation and Imposed Damages for Non-compliance

If the Contractor fails to comply with correctly completing and submitting any of the required documentation requested by this provision within the specified timeframes, the Department will withhold payment of the monthly progress estimate until such time as the required submissions are received by VDOT. Where such failures to provide required submittals or documentation are repeated, the Department will move to enjoin the Contractor and any prime contractual affiliates, as in the case of a joint venture, from bidding as a prime Contractor, or participating as a subcontractor on VDOT projects until such submissions are received.

Prompt Payment Requirements

The Department will withhold payment of the Contractor's monthly progress estimates until the Contractor ensures that the subcontractors have been promptly paid for the work that they have performed successfully, and for which the Department has accepted and paid the Contractor.

In addition to the remedies described heretofore in this provision VDOT also exercises its rights with respect to the following remedies:

Suspect Evidence of Criminal Behavior.

Failure of a bidder, Contractor, or subcontractor to comply with the Virginia Department of Transportation Road and Bridge Specifications and these Special Provisions wherein there appears to be evidence of criminal conduct shall be referred to the Attorney General for the Commonwealth of Virginia and/or the FHWA Inspector General for criminal investigation and, if warranted, prosecution.

Suspected DBE Fraud

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