

# VDOT

**Virginia Department of Transportation**

## **REQUEST FOR PROPOSALS**

### **ADDENDUM No. 1**

**A DESIGN-BUILD PROJECT**

**Park and Ride Lot at I-66/Route 15 Interchange  
(In the Northeast Quadrant)**

**Town of Haymarket and Prince William County, Virginia**

**State Project No.: PR15-076-236**

**Federal Project No.: STP-5A01(767)**

**Contract ID Number: C00109486DB99**

**DATE: ~~July 7, 2017~~ August 8, 2017**

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## **PART 1**

### **INSTRUCTIONS FOR OFFERORS**

#### **1.0 INTRODUCTION**

The Virginia Department of Transportation (VDOT) submits this Request for Proposals (RFP) to solicit design-build Proposals (Proposals) from those entities (Offerors) interested in contracting to serve as the Design-Builder for the Park and Ride Lot at I-66/Route 15 Interchange in Town of Haymarket and Prince William County, Virginia (Project). The purpose of this RFP is to determine which Offeror (the “Successful Offeror”) will be awarded the Design-Build contract (Design-Build Contract) for the Project.

The Project priorities are:

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

#### **1.1 Project Overview**

The Project is located in the northeast quadrant of the I-66 and Route 15 Interchange in the Town of Haymarket and Prince William County, Virginia and involves design and construction of a new 230-space Park and Ride Lot, including nine handicap parking spaces. The Project includes two bus bays, two bus shelters, a kiss-and-ride area, bicycle racks and lockers, lighting, and an access/entrance road with a sidewalk on the north side and a graded shoulder with ditch on the south side that connects the Park & Ride Lot to Heathcote Boulevard at an existing pavement stub. The limits of the Project are from just north of Ramp B (westbound to northbound ramp) of the I-66 and Route 15 Interchange to Heathcote Boulevard approximately 700 feet east of Route 15. It is noted that the description and length are approximate only and are based on the RFP Conceptual Plans provided in the RFP Information Package. The final Project length may vary depending on the Design-Builder’s final design; however, any change in the project limits requires approval by VDOT.

The Project includes, among other things, (a) the design and construction of park and ride lot including access/entrance road, (b) eradication of pavement markings and restriping portions of Heathcote Boulevard to provide turn bays, (c) signing and pavement markings, (d) drainage, (e) stormwater management, (f) bus shelters, benches and trash receptacles, (g) bicycle racks and lockers, (h) parking management system, (i) lighting, (j) acquiring environmental permits, (k) erosion and sediment control, (l) acquisition of right of way, (m) utility relocations (if needed), (n) traffic management plan, (o) overall project management, (p) stakeholder coordination and public outreach. Refer to Part 2 of the RFP (Technical Requirements) for the scope of work, technical information and requirements.

## 1.2 Procurement Overview

VDOT will use a single-phase selection process on the Project. In accordance with the requirements of this RFP, interested Offerors will submit a Proposal consisting of a Letter of Submittal, Attachments to the Letter of Submittal, and Price Proposal consistent with Part 1, Section 4.0. Additionally, the Offeror who submits the lowest Proposal Price will develop and deliver the Post Notice of Intent to Award Submittals consistent with Part 1, Section 4.4.

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

The Offeror whose Proposal is deemed responsive, who submitted the lowest Price Proposal, and whose Price Proposal is within VDOT’s budget for design and construction will be recommended to the Chief Engineer for an award of a fixed price Design-Build Contract by the Commonwealth Transportation Board (CTB). The award of the contract will be made to the Successful Offeror in accordance with Part 1, Section 8.0 of the RFP.

## 2.0 BACKGROUND INFORMATION

### 2.1 Legislative Authority

§ 33.2-209(B) of the *Code of Virginia* authorizes VDOT and the Commonwealth Transportation Board (CTB) to develop and award contracts using the Design-Build contracting method. In accordance with the law, VDOT completed the Finding of Public Interest (FOPI) dated June 15, 2017. The FOPI is available for inspection upon request.

### 2.2 Estimated Contract Value

VDOT’s current estimated contract value for this Project is approximately \$4,500,000.

### 2.3 Procurement Schedule and Project Milestones

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

.1	Advertise RFP	07/07/17
.2	Pre-Proposal Meeting w/ Offerors	07/12/17 (9:30 AM prevailing local time)
.3	Utility Meeting w/ Offerors	07/12/17 (10:30 AM prevailing local time)
.4	RFP Questions Due to VDOT	07/21/17 (4:00 PM prevailing local time)
.5	VDOT responses to Questions or Clarifications	07/28/17

.6	Letter of Submittal/Price Proposal Due Date local time)	<del>08/28/17</del> <u>09/08/17</u> (4:00 PM prevailing
.7	Open Letters of Submittal & Price Proposals time)	<del>08/31/17</del> <u>09/12/17</u> (TBD prevailing local
.8	Notice of Intent to Award	<del>09/07/17</del> <u>09/19/17</u>
.9	Post Notice Documents Submission	<del>09/13/17</del> <u>09/22/17</u>
.10	CTB Approval / Notice to Award	10/24/17
.11	Design-Build Contract Execution	11/29/17
.12	Notice to Proceed	12/04/17
.13	Interim Milestone	<del>09/17/18</del> <u>12/11/18</u>
.14	Fixed Completion Date	<del>12/19/18</del> <u>03/26/19</u>

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

- .1 Interim Milestone and Final Completion shall be no later than the date(s) set forth in Part 1, Section 2.3.1.
- .2 If an Offeror proposes Interim Milestone and Final Completion date(s) earlier than those shown in Part 1, Section 2.3.1 above, then such proposed date(s) will be deemed by VDOT as the contractual completion date(s) for the Design-Build Contract for all purposes, including liquidated damages.

## **2.4 VDOT's Point of Contact**

VDOT's sole point of contact (POC) for matters related to the RFP shall be Sudha Mudgale, P.E., PMP. 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: Sudha Mudgale, P.E., PMP  
Address: Alternative Project Delivery Division  
Virginia Department of Transportation  
1401 East Broad Street  
Annex Building, 8<sup>th</sup> Floor  
Richmond, VA 23219

Mailing Address: 1401 East Broad Street  
Richmond, VA 23219

Phone: (804) 786-5087  
Fax: (804) 786-7221  
E-Mail: sudha.mudgale@vdot.virginia.gov

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

All communications and requests for information shall be submitted by the Offeror's Point of Contact identified in the Letter of Submittal. Written communications to VDOT from Offerors shall specifically reference the correspondence as being associated with "Park and Ride Lot at I-66/Route 15 Interchange, Project No. PR15-076-236."

## **2.5 RFP Information Package**

An RFP Information Package is available for interested Offerors on CD or DVD ROM for \$50.00. Interested Offerors should complete the RFP Information Package Order Form included as Attachment 2.5. The instructions for submittal and payment are included on the form.

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

## **2.6 RFP Documents**

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

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

VDOT has developed standard template Part 3, 4 and 5 (November 2016) 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>. Standard template Parts 3, 4 and 5 will be incorporated into the Final Contract by reference.

**2.6.2** Each Offeror shall review the RFP Documents and provide questions or requests for clarification, including, but not limited to, terms that it considers to be ambiguous or to which it takes exception. Such questions or requests for clarification will be submitted to VDOT's POC within the time specified in Part 1, Section 2.3.1 of this RFP. VDOT will review all questions and/or requests for clarification received and, if it deems appropriate, in its sole discretion, may modify the RFP Documents through an Addendum. Offerors shall base their Proposals on the terms and conditions of the RFP Documents included in the latest issued Addendum.

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

## **2.7 Deviations from the RFP Documents**

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

## **2.8 Obligation to Meet All of the Requirements of the RFP Documents**

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

## **3.0 GENERAL PROCEDURES AND REQUIREMENTS**

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

### **3.1 Offeror’s Pre-Submittal Responsibilities and Representations**

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

- .1 Examining and carefully studying the RFP Documents, including any Addenda and other information or data identified in the RFP Documents;
- .2 Visiting the Project Site and becoming familiar with the general, local, and Site conditions that may affect the cost, progress, or performance of its work on the Project;
- .3 Offerors are prohibited to access VDOT right of way and private property within the Project Limits to perform any activities other than to observe the conditions of the site, unless otherwise approved in writing by VDOT’s POC identified in Part 1, Section 2.4. Furthermore, the Offerors are on notice that any unauthorized access to VDOT right of way and private property within the Project may be



considered sufficient for the disqualification of the Offeror or may render the Offeror's Proposal non-responsive or both;

- .4 Contacting each utility owner with facilities existing within the project limits to determine the scope of work for each owner's utility relocation. The Offeror shall address all potential impacts with each affected utility owner and ensure resolution of all such impacts have been included in the Offeror's Letter of Submittal and Attachments and Price Proposals;
- .5 Addressing all potential impacts with third parties and ensuring all such impacts have been included in the Offeror's Letter of Submittal and Attachments and Price Proposals;
- .6 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;
- .7 Determining that the RFP Documents are sufficient to indicate and convey understanding of all terms and conditions for the performance of Offeror's work on the Project; and
- .8 Notifying VDOT in writing, in accordance with the processes set forth in Part 1, Section 7.0, of all conflicts, errors, ambiguities, or discrepancies that Offeror discovers in the RFP Documents.

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

### **3.2 Pre-Proposal Meeting**

VDOT will hold a Pre-Proposal meeting of potential Offerors on the date and time set forth in Part 1, Section 2.3.1 at the Potomac Conference Room, NOVA District Office of the Virginia Department of Transportation, 4975 Alliance Drive, Fairfax, VA 22030.

### **3.3 Utility Meeting**

VDOT will hold a Utility Meeting of potential Offerors on the date and time set for in Part 1, Section 2.3.1 at the Potomac Conference Room, NOVA District Office of the Virginia Department of Transportation, 4975 Alliance Drive, Fairfax, VA 22030.

### **3.4 Acknowledgment of Receipt of RFP, Revisions and Addenda**

Offeror shall provide VDOT the Acknowledgement of Receipt of RFP, Revisions, and/or Addenda (Form C-78-RFP), set forth as Attachment 3.4, signed by the Offeror's Point of Contact

or Principal Officer, with submission of the Proposal, which will serve as acknowledgement that Offeror has received this RFP.

#### **4.0 CONTENTS OF PROPOSALS**

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

##### **4.0.1 Offerors will submit a two part Proposal:**

- .1 The Letter of Submittal will consist of all information required under Part 1, Section 4.1 and Section 4.2 and will be submitted in a sealed package by the date and time set forth in Part 1, Section 2.3.1, and separate from that submitted for the Price Proposal. Offerors shall complete the Letter of Submittal Checklist, Attachment 4.0.1.1, and include it with their Letter of Submittal. The purpose of the Letter of Submittal checklist is to aid the Offeror in ensuring all submittal requirements have been included in the Offeror's Letter of Submittal and to provide a page reference indicating the location in the Letter of Submittal of each submittal requirement. It shall also include an original signed copy of Acknowledgement of Receipt of RFP, Revisions and/ or Addenda (Form C-78-RFP), Attachment 3.4.
- .2 The Price Proposal will consist of the information required by Part 1, Section 4.3, and will be submitted in a sealed package by the date and time set forth in Part 1, Section 2.3.1, and separate from that submitted for the Letter of Submittal. Offerors shall complete the Price Proposal Checklist, Attachment 4.0.1.2, and include it with their Price Proposal. The purpose of the Price Proposal Checklist is to aid the Offeror in ensuring all submittal requirements have been included in the submittal.

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

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

#### **4.1 Letter of Submittal**

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

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

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

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

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

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

**4.1.7** Identify the full legal name of the Lead Contractor, the Lead Designer, and Quality Assurance firm for this Project. The Lead Contractor is defined as the Offeror that will serve as the prime/ general contractor responsible for overall construction of the Project and will serve as the legal entity who will execute the Contract with VDOT. The Lead Designer is defined as the prime design consulting firm responsible for the overall design of this Project. The Quality Assurance firm is defined as the firm proposed by the Offeror to provide the Quality Assurance Manager (QAM) for the Project.

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

Privileges at the time of the Letter of Submittal & Price Proposal Due Date. In order to prequalify as a Joint Venture, a completed “Joint Venture Bidding Agreement” must be submitted to and approved by VDOT and evidence of the approval shall be included in the attachments to the Letter of Submittal.

**4.1.9** Provide a written statement within the Letter of Submittal that the Offeror is committed to achieving a sixteen percent (16%) DBE participation goal for the entire value of the contract.

**4.1.10** Provide Interim Milestone and Final Completion Dates. The proposed dates herein shall be no later than the date(s) set forth in Part 1, Section 2.3.1. Earlier Interim Milestone 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 Part 3, Section 5.5.

## **4.2 Attachments to the Letter of Submittal**

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

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

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

**4.2.2** Execute and return the attached Certification Regarding Debarment Form(s) Primary Covered Transactions, set forth as Attachment 4.2.2(a) and Certification Regarding Debarment Form(s) Lower Tier Covered Transactions, set forth as Attachment 4.2.2(b) for the Lead Contractor, Lead Designer and Quality Assurance firm.

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

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

**4.2.4** Include a letter from a surety or insurance company (with a Best's Financial Strength Rating of A minus and Financial Size Category VIII or better by A.M. Best Co.) stating that the Offeror is capable of obtaining a performance and payment bond based on the current estimated contract value referenced in Part 1, Section 2.2, which bonds will cover the Project and any warranty periods (per RFP Part 4). The letter of surety shall clearly state the rating categorization noted above and reference the estimated contract value as identified in Part 1, Section 2.2, in a manner similar to the notation provided below:

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

**4.2.5** All business entities on the Offeror's proposed team must comply with the law with regard to their organizational structure, any required registration with governmental agencies and/or entities, and any required governmental licensure, whether business, commercial, individual, or professional in nature, and nothing herein is intended to contradict, nor to supersede, State and Federal laws and regulations regarding the same. All business entities on the Offeror's proposed team shall be eligible at the time of their Proposal, under the law and relevant regulations, to offer and to provide any services proposed or related to the Project. All business entities on the Offeror's proposed team shall satisfy all commercial and professional registration requirements, including, but not limited to those requirements of the Virginia State Corporation Commission (SCC) and the Virginia Department of Professional and Occupational Regulations (DPOR).

For the Lead Contractor, Lead Designer and Quality Assurance firm, provide full size copies of DPOR licenses and SCC registrations, or evidence indicating the same, should be included in the appendix of the Letter of Submittal. Additionally, the following information should be provided on Attachment 4.2.5:

- .1 The SCC registration information for the Lead Contractor, Lead Designer and Quality Assurance firm. Provide the name, registration number, type of corporation and status.
- .2 For this Project, the DPOR registration information for each office practicing or offering to practice professional services in Virginia. For the Lead Designer and Quality Assurance firm, provide the business name, address, registration type, registration number and expiration date.

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

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

Identify on the Lead Contractor Work History Form (Attachment 4.2.6(a)) three (3) projects that have completed construction in the last fifteen (15) years and were constructed by the Lead Contractor for this Project as identified in Part 1, Section 4.1.7. Relevant experience to be identified on the Lead Contractor Work History Form shall include projects of similar size, scope and complexity.

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

Identify on the Lead Designer Work History Form (Attachment 4.2.6(b)) three (3) projects that have completed construction within the last fifteen (15) years and were designed by the Lead Designer for this Project identified in Part 1, Section 4.1.7. Relevant experience to be identified on the Lead Designer Work History Form shall include projects of similar scope, size and complexity.

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



**4.2.7** Provide Conceptual Park and Ride Lot and Access Roadway Plans showing the general Project layout. Include 11” x 17” copies of (a) plan view indicating the number of lanes on access road and number of parking spaces and bus shelters as specified in the RFP Information Package, and (b) typical sections of the proposed access roadway. Minimally, the Conceptual Park and Ride Lot and Access Roadway Plans shall meet all of the requirements of ~~the Design Criteria Table (Attachment 2.2 of Part 2)~~Part 2 Section 2.2, indicate that the limits of construction are within the existing/proposed right-of-way limits shown in the RFP Conceptual Plans, and, as applicable, identify:

- .1 Lane widths
- .2 Graded shoulder widths
- .3 Sidewalk widths
- .4 Horizontal curve data and associated design speeds
- .5 Vertical curve data and associated design speeds
- .6 Limits of disturbance
- .7 Minimum pavement sections
- .8 Cross slopes
- .9 Parking spaces, kiss-and-ride area, and bus loop with bus bays
- .10 Bus shelters
- .11 Bicycle racks and lockers
- .12 Stormwater management facilities

### **4.3 Price Proposal**

The information and attachments provided in Part 1, Section 4.3 shall be submitted on the due date and time set forth in Part 1, Section 2.3.1. If the sealed Price Proposal is not submitted on the above specified date and time, then the Offeror shall be deemed non-responsive and will be disqualified from participating in the design-build procurement for this Project. Offerors shall complete the Price Proposal Checklist, Attachment 4.0.1.2, and include it with their Price Proposal. The purpose of the Price Proposal Checklist is to aid the Offeror in ensuring all submittal requirements have been included in the submittal. Additionally, the Offeror shall:

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

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

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

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

#### **4.4 Post Notice of Intent to Award Submittals**

Within three (3) calendar days of Notice of Intent to Award, the Successful Offeror shall deliver to VDOT documents required by this Section for its review and approval. VDOT may seek clarifications on any such documents. If VDOT disapproves any such submittal, VDOT may, in its sole discretion, disqualify the Successful Offeror.

**4.4.1** Furnish an organizational chart showing the “chain of command” of all companies (including affiliated or subsidiary), including individuals responsible for pertinent disciplines, proposed on the Offeror’s team. Identify major functions to be performed and their reporting relationships in managing, designing and constructing the Project. The organizational chart should show a clear separation and independence of a contractual relationship of any kind with the Quality Control (QC) and Quality Assurance (QA) programs for construction activities. This includes separation between QA and QC inspection and field/laboratory testing in accordance with the Minimum Requirements for Quality Assurance and Quality Control on Design Build and P3 Projects, January 2012.

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

- .1 **Design-Build Project Manager (DBPM)** – This individual shall be responsible for the overall Project design and construction and shall have the necessary expertise and experience required to supervise and exercise a degree of control of the Work. Work is comprised of all Design-Builder’s design, construction, quality management, contract administration and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents in a timely manner. The individual should be capable of answering questions/inquiries relevant to the project. The DBPM shall be responsible for meeting the Design-Builder’s obligations under the Contract and avoiding and resolving disputes under Section 10.2.2 of RFP Part 4 - General Conditions of Contract. This individual shall also coordinate any required public outreach and public meetings.



- .2 **Quality Assurance Manager (QAM)** – This individual shall be from an independent firm that has no contractual relationship of any kind with the Quality Control (QC) firm and no involvement in construction operations (to include QC inspection and testing) for the Project. The QAM shall be responsible for the quality assurance (QA) inspection and testing of all materials used and ensure the overall quality of the work performed on the Project, to include monitoring of the contractor's quality control (QC) program. The QAM will ensure that all work and materials, testing, and sampling are performed in conformance with the contract requirements and the "approved for construction" plans and specifications. This individual shall be a registered, licensed, Professional Engineer in the Commonwealth of Virginia.
- .3 **Design Manager (DM)** – 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 DM shall be responsible for establishing and overseeing a QA/QC program for all pertinent disciplines involved in the design of the Project, including, review of design, working plans, shop drawings, specifications, and constructability of the Project. This individual shall be a registered, licensed, Professional Engineer in the Commonwealth of Virginia.
- .4 **Construction Manager** – This individual shall be responsible for managing the construction process to include all Quality Control (QC) activities to ensure the materials used and work performed meet contract requirements and the “approved for construction” plans and specifications. This individual shall hold a Virginia Department of Environmental Quality (DEQ) Responsible Land Disturber (RLD) Certification and a VDOT Erosion and Sediment Control Contractor Certification (ESCCC) or a statement shall be included indicating this individual will hold these certifications prior to the commencement of construction. Provide a current list of assignments and the anticipated duration of each assignment for all projects in which the Construction Manager is currently obligated.

**4.4.3** In accordance with the requirements set forth in Part 1, Section 4.2.5, the following information should be provided on Attachment 4.4.3:

- .1 The SCC registration information for each business entity on the Offeror’s proposed team. Provide the name, registration number, type of corporation and status.
- .2 For this Project, the DPOR registration information for each office practicing or offering to practice professional services in Virginia for each business entity on the Offeror’s proposed team. Provide the business name, address, registration type, registration number and expiration date.

- .3 For this Project, the DPOR license information for each Key Personnel practicing or offering to practice professional services in Virginia. Provide the name, the address, type, the registration number, expiration date and the office location where each Key Personnel member is offering to practice professional services in Virginia.
- .4 For this Project, the DPOR license information for those services not regulated by the Board for Architects, Professional Engineers, Land Surveyors, Certified Interior Designers, and Landscape Architects (i.e., real estate appraisal). Provide the name, address, type, the registration number, and the expiration date of the individual offering services in Virginia.

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

- .1 **Proposal Schedule:** The Proposal Schedule should depict the Offeror’s proposed overall sequence of work, and times during each work task and deliverable required to complete the Project will be accomplished. This shall include all Work necessary to achieve Interim Milestone and Final Completion by the dates set forth in Part 1, Section 2.3.1. The Proposal Schedule should be organized using a hierarchical Work Breakdown Structure (WBS), broken down into major phases of the Project (i.e., project milestones, project management, Scope Validation Period, design, public involvement, environmental, right-of-way, utility, and construction, etc.) The Proposal Schedule should depict the anticipated project critical path (based on the longest path), reviews by Department, FHWA, other regulatory agencies; and work by suppliers, subcontractors, and other involved parties, as applicable.
- .2 **Proposal Schedule Narrative:** A Proposal Schedule Narrative shall be provided for the Proposal Schedule submitted that describes the Offeror’s proposed overall plan to accomplish the Work and, if applicable, to attain incentive(s) including, but not limited to, the overall sequencing, a description and explanation of the Critical Path, proposed means and methods, and other key assumptions on which the Proposal Schedule is based.

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

**4.4.5** Provide a Schedule of Items for the Price Proposal utilizing the Schedule of Items Form attached hereto as Attachment 4.4.5. This Schedule of Items shall identify the material quantities

and costs of each proposed pay item that make up the total Contract Price. The material quantities and costs listed for each proposed pay item shall, to the extent possible, correspond to VDOT's list of standard and non-standard pay items. Any items considered for price adjustments shall be identified. The value associated with each pay item shall be inclusive of all direct and indirect costs, overhead, profit and any other expenses of any kind. The values and quantities shall be clearly supported by the escrowed pricing documents.

Payment for mobilization shall not be scheduled prior to the initiation of construction work. The pay item for mobilization shall be distributed between two separate installments. The first installment of fifty percent (50%) of the Design-Builder's total mobilization cost may be scheduled following partial mobilization and initiation of construction work. The second installment may be scheduled following completion of substantial mobilization, including erection of the Design-Builder's offices and buildings, if any. Preliminary engineering items including, but not limited to, surveying, geotechnical investigations and utility coordination shall not be considered as construction work for the purpose of mobilization.

**4.4.6** Submit, for the Price Proposal, a proposed monthly payment schedule showing the anticipated monthly earnings schedule on which funds will be required.

**4.4.7** Provide the Escrow Proposal Documents in accordance with Part 1, Section 11.7

## **5.0 PROPOSAL EVALUATION AND RESPONSIVENESS REVIEW**

**5.0.1** VDOT will open and read the Price Proposals publicly on the date and time set forth in Part 1, Section 2.3.1.

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

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

## **6.0 PROPOSAL SUBMITTAL REQUIREMENTS**

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

### **6.1 Due Date, Time and Location**

**6.1.1** All Proposals must be received by the Due Date and time set forth in Part 1, Section 2.3.1. All submissions, including hand-delivered packages, US Postal Service regular mail, US

Postal Service express mail, or private delivery service (FEDEX, UPS, courier etc.) must be delivered to the following individual at the following address:

Commonwealth of Virginia  
Department of Transportation (VDOT)  
Central Office Mail Center  
Loading Dock Entrance  
1401 E. Broad Street  
Richmond, Virginia 23219  
Attention: Sudha Mudgade, P.E., PMP (APD Division)

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

## 6.2 Format

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

**6.2.1** Two (2) separate sealed parcels, one (1) containing the Letter of Submittal and Attachments to the Letter of Submittal and one (1) containing the Price Proposal shall be submitted by the due date and time set forth in Part 1, Section 2.3.1. Parcels shall be clearly marked to identify the Project and the Offeror, and to identify the contents as the “Letter of Submittal and Attachments” or “Price Proposal” as applicable.

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

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

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

- Typed on one (1) side only.
- Separated by numbered tabs with sections corresponding to the order set forth in Part 1, Sections 4.1 and 4.2.

- Prepared on 8.5” x 11” white paper (Charts, schedules, exhibits and other illustrative information may be on 11” x 17” paper, but must be folded to 8.5” x 11”).
- Design concept graphics and Proposal Schedule may be submitted as a separate volume on 11” x 17” paper unfolded.
- Include page number references in the right hand corner.
- The Letter of Submittal Checklist and Form C-78-RFP shall be provided in the front of the Letter of Submittal

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

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

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

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

**6.2.4** Within three (3) calendar days of Notice of Intent to Award, the Successful Offeror shall deliver a sealed parcel containing one (1) paper copy of the Post Notice of Intent to Award Submittals, excluding the Escrow Proposal Documents, and one (1) CD-ROM or DVD-ROM containing the entire Post Notice of Intent to Award Submittals, excluding the Escrow Proposal Documents in a single cohesive Adobe PDF file.

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

Except for charts, schedules, exhibits, and other illustrative and graphical information, all information shall be prepared on 8.5” x 11” white paper. Charts, schedules, exhibits, and other illustrative and graphical information may be on 11” x 17” paper, but must be folded to 8.5” x 11”. The format and appearance of the Key Personnel Resume Form should not be modified. The Key Personnel Resume Forms shall not exceed two (2) pages for each Key Personnel.

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

## **7.0 QUESTIONS AND CLARIFICATIONS**

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

**7.0.2** All questions or requests for clarification must be submitted by the due date and time set forth in Part 1, Section 2.3.1. Questions or clarifications requested after such time will not be answered, unless VDOT elects, in its sole discretion, to do so.

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

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

## **8.0 AWARD OF CONTRACT, PROPOSAL VALIDITY AND CONTRACT EXECUTION**

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

### **8.1 Negotiations and Award of Contract**

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

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

**8.1.3** Pursuant to 23 CFR 636.404, if the Proposal Price submitted by the Offeror with the lowest Proposal Price is not within VDOT's budget for design and construction services, VDOT



may establish a competitive range among the Offerors who have submitted a responsive Proposal.

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

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

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

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

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

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

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

## **8.2 Proposal Validity**

**8.2.1** The offer represented by the Proposal will remain in full force and effect for one hundred twenty (120) days after the Letter of Submittal/Price Proposal Due Date set forth in Part 1, Section 2.3.1. If Award of Contract has not been made by the CTB within one hundred twenty (120) days after the Letter of Submittal/Price Proposal Due Date, each Offeror that has not previously agreed to an extension of such deadline shall have the right to withdraw its Proposal.

### **8.3 Submittals after Notice of Intent to Award**

**8.3.1** Within three (3) calendar days of Notice of Intent to Award, the Successful Offeror shall deliver to VDOT all of the information required by Part 1, Section 4.4.

**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 Part 1, Sections 8.3.1 and 8.3.2 above may result in disqualification of the Offeror by VDOT in its sole and reasonable discretion.

### **8.4 Contract Execution and Notice to Proceed**

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

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

## **9.0 RIGHTS AND OBLIGATIONS OF VDOT**

### **9.1 Reservation of Rights**

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

- .1 The right to cancel, withdraw, postpone or extend this RFP in whole or in part at any time prior to the execution by VDOT of the Design-Build Contract, without incurring any obligations or liabilities.
- .2 The right to issue a new RFP.
- .3 The right to reject any and all submittals, responses and Proposals received at any time.
- .4 The right to modify all dates set or projected in this RFP.
- .5 The right to suspend and terminate the procurement process for the Project, at any time.



- .6 The right to waive or permit corrections to data submitted with any response to this RFP until such time as VDOT declares in writing that a particular stage or phase of its review of the responses to this RFP has been completed and closed.
- .7 The right to issue addenda, supplements, and modifications to this RFP.
- .8 The right to permit submittal of Addenda and supplements to data previously provided with any response to this RFP until such time as VDOT declares in writing that a particular stage or phase of its review of the responses to this RFP has been completed and closed.
- .9 The right to hold meetings and conduct discussions and correspondence with one or more of the Offerors responding to this RFP to seek an improved understanding of the responses to this RFP.
- .10 The right to seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to the RFP, including the right to seek clarifications from Offerors.
- .11 The right to permit Offerors to add or delete firms and/or key personnel until such time as VDOT declares in writing that a particular stage or phase of its review has been completed and closed.
- .12 The right to add or delete Offeror responsibilities from the information contained in this RFP.
- .13 The right to waive deficiencies, informalities and irregularities in a Proposal, accept and review a non-conforming Proposal or seek clarifications or supplements to a Proposal.
- .14 The right to disqualify any Offeror that changes its submittal without VDOT approval.
- .15 The right to change the method of award at any time prior to submission of the Proposals.
- .16 The right to respond to all, some, or none of the inquiries, questions and/or request for clarifications received relative to the RFP.
- .17 The right to negotiate the allocation of prices identified for specific portions of the work depicted within a Price Proposal.
- .18 The right to disqualify and/or cease negotiations with an Offeror if VDOT, in its sole discretion, determines that the Offeror's Post Notice of Intent to Award

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

## 9.2 No Assumption of Liability

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

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

## 10.0 PROTESTS

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

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

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

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

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

Commissioner, or his designee, that proceeding without delay is necessary to protect the public interest or unless the Design-Build Proposal would expire. Further, pursuant to § 2.2-4361, of the *Code of Virginia*, pending a final determination of a protest or appeal, the validity of the contract awarded and accepted in good faith shall not be affected by the fact that a protest or appeal has been filed.

## **11.0 MISCELLANEOUS**

### **11.1 Virginia Freedom of Information Act**

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

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

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

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

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

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

## **11.2 Conflict of Interest**

**11.2.1** Implementation guidelines for VDOT's policy on organizational conflicts of interest relating to Design-Build procurement are documented in the Alternative Project Delivery Division Memorandum IIM-APD-2.

<http://www.virginiadot.org/business/resources/LocDes/IIM-APD-2.pdf>

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

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

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

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

programmatic guidance or procurement documents for VDOT’s Design-Build program, and as a result has a unique competitive advantage relative to the Project.

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

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

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

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

- Volkert, Inc.
- [Kimley Horn & Associates](#)
- [Q-Free](#)
- [Iteris](#)

### **11.3 Ethics in Public Contracting Act**

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

### **11.4 Requirement to Keep Team Intact**

The team proposed by Offeror, including, but not limited to, the Offeror’s organizational structure, the lead contractor, the lead designer, Key Personnel, and other individuals identified pursuant to Part 1, Section 4.4, 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. The Offeror shall not change or substitute any Key Personnel except due to voluntary or involuntary termination of employment, retirement, death, disability, incapacity, or as otherwise approved by the Department. Any proposed change of Key Personnel must be submitted in writing to VDOT's POC, who, in his or her 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. Job duties and responsibilities of Key Personnel shall not be delegated to others for the duration of the Design-Build Contract.

## **11.5 Disadvantaged Business Enterprises (DBEs)**

**11.5.1** Any Design-Builder, subcontractor, supplier, DBE firm, and contract surety involved in the performance of work on a federal-aid contract shall comply with the terms and conditions of the United States Department of Transportation (USDOT) DBE Program as the terms appear in Part 26 of the Code of Federal Regulations (49 CFR as amended), the USDOT DBE Program regulations; VDOT's DBE Program rules and regulations, VDOT's Road and Bridge Specifications and Part 5 Exhibit 107.15 (Special Provision for Use of Disadvantaged Business Enterprise for Design-Build Projects).

**11.5.2** 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. The DBE contract goal for this procurement is identified in Part 1, Section 4.1.9. Offerors are encouraged to take all necessary and reasonable steps to ensure that DBEs have every opportunity to compete for and perform services on contracts, including participation in any subsequent supplemental contracts. If a portion of the work on the Project is to be subcontracted out, Offerors must seek out and consider DBEs as potential subcontractors. DBEs must be contacted to solicit their interest, capability and qualifications. Any agreement between an Offeror and a DBE whereby the DBE promises not to provide services to any other Offeror or other contractors/consultants is prohibited.

**11.5.3** After Award of the Contract the Design-Builder shall submit documentation related to the use of DBEs for the Project in accordance with the procedures set for in Part 5 Exhibit 107.15 (Special Provision for Use of Disadvantaged Business Enterprise for Design-Build Projects). The DBE must become certified with the Virginia Department of Small Business and Supplier Diversity (SBSD) prior to the performance of any work for the Project. In the case where the DBE is to be utilized to achieve the DBE participation goal, the DBE must be certified prior to the submission to VDOT of Forms C-111 (Minimum DBE Requirements), C-112 (Certification of Binding Agreement with DBE Firms) and Form C-48 (Subcontractor/Supplier Solicitation and Utilization). If the DBE is a prime, the firm will receive full credit for the planned involvement of their own workforce, as well as the work they commit to be performed by DBE subcontractors. DBE primes are encouraged to make the same outreach. DBE credit will be awarded only for work actually performed by DBEs themselves. When a DBE prime or subcontractor subcontracts work to another firm, the work counts toward the DBE goals only if



the other firm itself is a DBE. A DBE must perform or exercise responsibility for at least 30% of the total cost of its contract with its own workforce.

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

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

Virginia Department of Small Business and Supplier Diversity  
101 N. 14th Street  
11th Floor  
Richmond, VA 23219  
Phone: (804) 786-6585  
<http://www.sbsd.virginia.gov/>

Metropolitan Washington Airports Authority  
Department of Supplier Diversity  
1 Aviation Circle  
Washington, DC 20001  
Phone: (703) 417-8625  
<http://www.metwashairports.com/>

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

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

Lynchburg District  
4219 Campbell Avenue  
Lynchburg, VA 24506  
(434) 856-8169

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

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

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

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

Fredericksburg District

Salem District

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

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](http://www.virginiadot.org/business/bu_bizDev.asp)

[www.virginiadot.org/business/bu-civil-rights-home.asp](http://www.virginiadot.org/business/bu-civil-rights-home.asp)

**11.5.6** This Project has federal funding. In accordance with the Governor’s Executive Order No. 20, VDOT requires utilization of Small, Women and Minority (SWaM) Businesses to participate in the performance of state funded projects. A list of Department of Small Business and Supplier Diversity (SBSD) certified SWaM firms is maintained on the SBSBD web site ([www.sbsd.virginia.gov](http://www.sbsd.virginia.gov)) 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.

## **11.6 Trainee and Apprenticeship Participation**

VDOT will require trainee and apprenticeship participation for this Project. The on-the-job trainee (OJT) goal for this Project is four (4) individuals.

## **11.7 Escrow Proposal Documents**

### **11.7.1 Scope**



Pursuant to Part 1, Section 11.7.5.1 below, the Successful Offeror shall submit to the individual set forth in Part 1, Section 6.1.1, one copy of all documentary information generated in preparation of its Proposal within three (3) calendar days of Notice of Intent to Award. 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 Part 1, Section 11.7.6.

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

### **11.7.2 Ownership**

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

### **11.7.3 Purpose**

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

### **11.7.4 Format and Contents**

- .1 Successful Offerors may submit EPDs in their usual cost estimating format provided that all information is clearly presented and ascertainable. It is not the intention of Part 1, Section 11.7 to cause the Successful Offeror extra work during the preparation

of the Proposal, but to ensure that the EPDs will be adequate to enable complete understanding and proper interpretation for their intended use. The EPDs shall be submitted in the language (i.e., English) of the Specifications.

- .2 It is required that the EPDs clearly itemize the estimated costs of performing the work of each item contained in Successful Offeror's schedule of values items. Cost items shall be separated into sub-items as required to present a detailed cost estimate and allow a detailed cost review. A hard copy of the quotes for the Lead Contractor, Lead Designer and for all subcontractors and subconsultants in the Offeror's Organization Chart shall be provided. The EPDs shall include: estimates for costs of the design professionals and consultants itemized by discipline both for development of the design, all quantity take-offs, crew size and shifts, equipment, calculations of rates of production and progress, copies of quotes from subcontractors and suppliers, and memoranda, narratives, drawings and sketches showing site or work area layouts and equipment, add/deduct sheets, geotechnical reviews and consultant reports, and all other information used by the Successful Offeror to arrive at the prices contained in the Proposal. Estimated costs shall be broken down into estimate categories for each bid items such as direct labor, repair labor, equipment ownership and operation, expendable materials, permanent materials and subcontract costs as appropriate. Plant and equipment, indirect costs, bond rates and calculations, insurance costs and financing should be detailed. The Successful Offeror's allocation of indirect costs, contingencies, and mark-up shall be identified.
- .3 All costs shall be identified. For bid items amounting to less than \$10,000, estimated unit costs are acceptable without a detailed cost estimate, provided that labor, equipment, materials and subcontracts, as applicable, are included, and provided that indirect costs, contingencies, and mark-up, as applicable, are allocated.
- .4 RFP Documents provided by VDOT should not be included in the EPDs unless needed to comply with these requirements.

### **11.7.5 Submittal**

- .1 The EPDs shall be submitted in a sealed container to the individual set forth in Part 1, 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 Part 1, Section 11.7.6 and will be examined, organized, and inventoried by representatives of VDOT, together with members of the Successful Offeror's staff who are knowledgeable in how the Proposal was prepared. This examination is to ensure that the EPDs are legible and complete. It will not include review of, and will not constitute approval of proposed construction

- methods, estimating assumptions, or interpretations of any RFP Documents or the Design-Build Contract. Examination will not alter any condition or term of the Design-Build Contract.
- .3 If all the documents required by this section, Part 1, Section 11.7, have not been included in the original submittal, additional documentation may be submitted, at VDOT's discretion, prior to Award of Contract.
  - .4 If the Design-Build Contract is not awarded to the Successful Offeror, the EPDs of the next Offeror to be considered for award shall be processed as described above.
  - .5 Timely submission of complete EPDs is an essential element of the Successful Offeror's responsibility and a prerequisite to Award of Contract.
  - .6 If Successful Offeror's Proposal is based upon subcontracting any part of the work, each subcontractor whose total subcontract price exceeds ten percent (10%) of the Total Proposal Price proposed by the Successful Offeror, shall provide separate Escrow Documents to be included with those of the Successful Offeror. Such documents shall be opened and examined in the same manner and at the same time as the examination described above for the Successful Offeror.
  - .7 If the Design-Builder wishes to subcontract any portion of the work after Award of Contract, VDOT retains the right to require the Design-Builder to submit Escrow Documents from the subcontractor before the subcontract is approved.

#### **11.7.6 Storage**

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

SunTrust Bank  
ATTN: Charles Henderson  
919 East Main Street, 7<sup>th</sup> Floor  
Richmond, Virginia 23219  
(804) 782-7087

Generally, the EPDs will be delivered to the Escrow Agent after the Escrow Review Meeting with VDOT. The Successful Offeror shall provide or have on file with the Escrow Agent a copy of the firm's current Tax Form W-9, Certificate of Incumbency, and Articles of Incorporation. The cost for storing the EPDs will be paid by the Successful Offeror to the Escrow Agent. This annual fee is currently \$2,500 with initial payment due at the time of document delivery to the Escrow Agent.

### **11.7.7 Examination**

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

### **11.7.8 Final Disposition and Return of EPDs**

The EPDs of the Successful Offeror will be returned once the work has been determined to be finally complete and the Successful Offeror has been notified in writing of the determination of Final Acceptance in accordance with RFP Part 4, Section 6.6. This release is contingent upon notification from the Department’s Project Manager to the Department’s Alternative Project Delivery (APD) Division that the Final Application for payment has been submitted by the Successful Offeror in accordance with RFP Part 4, Section 6.6.3. Upon receipt of this notification, APD will contact and coordinate with the Successful Offeror for the transfer of the EPD’s at a mutually convenient time at the expense of the Successful Offeror, as applicable.

### **11.7.9 Execution of Escrow Agreement**

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

### **11.8 Administrative Requirements**

In addition to the specific submittal requirements set forth in Part 1, Sections 3.0 and 4.0 above, all Offerors shall comply with the following:

**11.8.1** All business entities, except for sole proprietorships, are required to be registered with the Virginia State Corporation Commission. Foreign Professional Corporations and Foreign Professional Limited Liability Companies must possess a Commonwealth of Virginia Certificate of Authority from the State Corporation Commission to render professional services. Any business entity other than a professional corporation, professional limited liability company or

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

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

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

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

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

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

**11.8.6** Offerors shall note and comply with the requirements relative to the eVA Business-to-Government Vendor system. The eVA Internet electronic procurement solution, web site portal (<http://www.eva.state.va.us>), streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth

shall participate in the eVA Internet e-procurement solution through either eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. For more detailed information regarding eVA, registrations, fee schedule, and transaction fee, use the website link: <http://www.eva.state.va.us>. All Offerors must register in eVA; failure to register will result in a Proposal being rejected.

## 11.9 Compliance with the Law in Virginia

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

## 11.10 Attachments

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

- |                     |   |
|---------------------|---|
| ATTACHMENT 2.5      | -- RFP INFORMATION PACKAGE ORDER FORM   |
| ATTACHMENT 3.4      | -- FORM C-78-RFP (ACKNOWLEDGEMENT OF RECEIPT OF RFP, REVISIONS, AND/OR ADDENDA) |
| ATTACHMENT 4.0.1.1  | -- LETTER OF SUBMITTAL CHECKLIST  |
| ATTACHMENT 4.0.1.2  | -- PRICE PROPOSAL SUBMITTAL CHECKLIST   |
| ATTACHMENT 4.2.1    | -- AFFILIATED/ SUBSIDIARY COMPANIES LIST  |
| ATTACHMENT 4.2.2(a) | -- CERTIFICATION REGARDING DEBARMENT (PRIMARY COVERED TRANSACTIONS)             |
| ATTACHMENT 4.2.2(b) | -- CERTIFICATION REGARDING DEBARMENT (LOWER TIER COVERED TRANSACTIONS)          |
| ATTACHMENT 4.2.5    | -- LICENSE AND REGISTRATION INFORMATION - BUSINESSES                            |
| ATTACHMENT 4.2.6(a) | -- LEAD CONTRACTOR WORK HISTORY FORM  |
| ATTACHMENT 4.2.6(b) | -- LEAD DESIGNER WORK HISTORY FORM  |
| ATTACHMENT 4.3.1    | -- PRICE PROPOSAL FORM  |
| ATTACHMENT 4.3.4(a) | -- FORM C-104 (BIDDER'S STATEMENT)  |
| ATTACHMENT 4.3.4(b) | -- FORM C-105 (BIDDER'S CERTIFICATION)  |
| ATTACHMENT 4.4.2    | -- KEY PERSONNEL RESUME FORM  |
| ATTACHMENT 4.4.3    | -- LICENSE AND REGISTRATION INFORMATION - INDIVIDUALS                           |
| ATTACHMENT 4.4.5    | -- SCHEDULE OF ITEMS FORM   |

- ATTACHMENT 11.7.1 -- ESCROW PROPOSAL DOCUMENTS CHECKLIST
- ATTACHMENT 11.7.9 -- ESCROW AGREEMENT FORM

END OF PART 1  
INSTRUCTIONS FOR OFFERORS



**ATTACHMENT 3.4**

**COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF TRANSPORTATION**

RFP NO. C00109486DB99  
PROJECT NO.: PR15-076-236, P101, R201, C501

**ACKNOWLEDGEMENT OF RFP, REVISION AND/OR ADDENDA**

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

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

1. Cover letter of RFP – July 7, 2017  
(Date)
2. Cover letter of RFP Addendum No. 1 – August 8, 2017  
(Date)
3. Cover letter of \_\_\_\_\_  
(Date)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE



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## **PART 2**

### **TECHNICAL INFORMATION & REQUIREMENTS**

#### **1.0 DESIGN-BUILDER’S SCOPE OF WORK**

##### **1.1 Project Description**

The Project is located in the northeast quadrant of the Interstate 66 (I-66) and U.S. Route 15 Interchange in the Town of Haymarket and Prince William County, Virginia, and involves designing and constructing a new 230-space Park & Ride lot. The project includes two bus bays and two bus shelters, bicycle racks and lockers, kiss-and-ride area, lighting, and an access/entrance road with a sidewalk on the north side and a graded shoulder with ditch on the south side. The limits of the Project are from just north of Ramp B (westbound to northbound ramp) of the I-66 and Route 15 Interchange to Heathcote Boulevard approximately 700 feet east of Route 15. It is noted that the description and length are approximate only and are based on the RFP Conceptual Plans provided in the RFP Information Package. The final Project length may vary depending on the Design-Builder’s final design; however, any change in the project limits requires approval by VDOT.

A conceptual design has been developed and was made available for public review. A Posting of Willingness was advertised on January 11-13, 2017 and again on January 18-20, 2017. No request was received for a Public Hearing. The major design features of the Project were approved by the Assistant State Location & Design Engineer on June 16, 2017. The conceptual design contained in the RFP Information Package reflects a basic line, grade, typical sections, major cross drainage pipes, and potential locations of stormwater management facilities. These elements are considered to be the basic Project configuration. The Design-Builder is responsible for final design in accordance with the Contract Documents. The PDF copy of the RFP Conceptual Plans shall supersede the electronic drawing files (DGN) contained in the RFP Information Package.

##### **1.2 Anticipated Scope of Work**

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

- Survey
- Acquiring necessary environmental permits,
- Acquiring VDPEs permit,
- Acquiring rights of way,
- Developing and completing the design,
- Roadway and Park & Ride lot construction,
- Erosion and sediment control,
- Eradication of pavement markings

- Pavement markings, including and restriping portions of Heathcote Boulevard to provide turn bays,
- Signing (and other traffic control devices)
- Handrails,
- Storm drainage,
- Stormwater management facilities,
- Bus shelters with benches,
- Bicycle racks and lockers,
- Lighting,
- Parking Management System,
- Maintenance and management of traffic during all phases of construction,
- Coordinating and performing, or causing to be performed, required utility relocations, additions, and adjustments (if needed),
- Overall project management and coordination with other active construction projects in the vicinity,
- Quality assurance and quality control for design and construction, and
- Stakeholder coordination and public outreach.

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

### **1.3 Anticipated Design Services**

Design services shall address all items necessary for construction and operation of the completed facility. Design services are anticipated to include, but are not limited to, those services necessary to produce roadway construction plans relative to the technical disciplines listed in Part 2, Section 1.2 above. Other data collection and technical studies anticipated include, but are not necessarily limited to: geotechnical investigation, borings and analysis, materials analysis, pavement design, traffic counts and analyses, additional environmental studies (if warranted, as described in Part 2, Section 2.4), and hydraulic and hydrologic analysis. Offerors should note that all work performed on this Project shall be completed using English Units.

### **1.4 Anticipated Environmental Services**

The Design-Builder shall carry out environmental commitments during design and construction, as applicable, as identified in the Categorical Exclusion (CE) dated June 23, 2017; the Plans, the Specifications, and Estimates (PS&E) Re-evaluation Authorization (EQ-200) dated June 26, 2017; and the Environmental Certification/Commitments Checklist (EQ-103), dated June 26, 2017. All commitment compliance shall be supported by the appropriate documentation, to be provided by the Design-Builder to the VDOT Project Manager. Further details are provided in Part 2, Section 2.4.

The Design Builder shall acquire all water quality permits for the Project in the Design-Builder's name (i.e., the Design-Builder shall be the "Permittee") and shall provide for any necessary stream and/or wetland compensation required by permits to accomplish the work.

Anticipated environmental services to be performed by the Design-Builder include, but not limited to, water quality permits acquisition and compensatory mitigation, and site investigation for potential petroleum contaminated soil. The Design-Builder may also be required to perform other environmental technical studies and analysis to support a reevaluation of the CE (if necessary).

The Design-Builder shall be responsible for compliance with pre-construction and construction-related environmental commitments and 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 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 shall be the responsibility of the Design-Builder.

Any changes in scope or project footprint from that contained in the Contract Documents proposed by the Design-Builder, which are acceptable to VDOT, may require additional environmental technical studies and analysis to be performed by the Design-Builder at its cost. These technical studies and analyses are to be conducted in accordance with the professional standards and guidelines of each NEPA-related discipline, as well as the criteria described in Section 2.4. VDOT shall be responsible for the coordination of any NEPA document re-evaluations with FHWA. The Design-Builder shall then carry out any additional environmental commitments that result from such coordination at its sole expense and at no additional cost and/or time delays to the Project.

## **1.5 Anticipated Right of Way and Utilities**

The Offeror's conceptual design included in its Proposal shall be wholly contained within the right of way limits shown on the RFP Conceptual Plans, including the permanent drainage easements and temporary construction easements, but excluding utility easements. Utility easements have not yet been identified or shown on the RFP Conceptual Plans. Deviations from the proposed right of way limits shown on the RFP Conceptual Plans will be subject to VDOT approval in accordance with Part 1, Sections 2.7 and 2.8.

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

The Design-Builder’s services shall include all work necessary to acquire right of way and to perform utility coordination, relocations, and/or adjustments as required by the Project. All right of way acquisition costs (compensation paid to landowners for right of way or permanent easement) will be paid by VDOT, and shall not be included in the Offeror’s Price Proposal. All costs for utility relocations, excluding betterments, shall be included in the Offeror’s Price Proposal. Utility betterments shall not be included in the Offeror’s Price Proposal, but shall be reimbursed to the Design-Builder through agreement with the requesting utility owner.

### **1.6 Anticipated Construction Services**

The construction services to be undertaken by the Design-Builder for this Project are anticipated to include, but are not limited to: earthwork, Park & Ride lot, roadway, drainage, utility relocations/adjustments and coordination, electrical/lighting, parking management system, transportation management plan, traffic control devices, erosion and sediment control, and compliance with all environmental requirements, commitments and permit conditions, as described in Part 2, Section 2.0 of this RFP. The Design-Builder shall provide construction engineering inspection and management, quality assurance and quality control. Additionally, the Design-Builder is responsible for all plant quality assurance inspection and testing, excluding items listed under Part 2, Section 2.13.2.

### **1.7 Coordination with Active Construction Projects**

The Design-Builder shall be responsible for coordinating with contractors of other active construction projects in the vicinity of the Park & Ride Lot at I-66/Route 15 Interchange Project in accordance with Section 3.6 of Part 4. It is expected that progress milestones will be jointly developed and mutually agreed to by the Design-Builder and Contractors for the projects listed below.

#### **Transform I-66 Outside the Beltway Project**

Location: Fairfax and Prince William Counties  
Project No.: 0066-96A-422  
UPC#: 110496  
Status: Express Mobility Partners (Cintra, Meridiam, Ferrovia Agroman US, and Allan Myers VA, Inc.), will finance, design, build, maintain and operate the project under the Public-Private Transportation Act. Work is expected to start in fall 2017.  
VDOT Contact: Harinderbir ‘Charlie’ Warraich  
(703) 691-6740 (O)  
HS.Warraich@vdot.virginia.gov

In all cases, the existing projects and their respective contractors shall have priority in scheduling activities and the Offerors should take this into consideration in its Price Proposal.

## **1.8 Scope Validation**

The scope validation process is described Part 4, Article 2, Section 2.2 of the RFP. The purpose of the scope validation clause is to give the Design-Builder an opportunity to notify VDOT of issues that are discovered during the post-award review period that represent defects, errors, or inconsistencies that materially differ from what the Department provided in the RFP Documents during the procurement process. If it is not reasonable for the Design-Builder to have discovered these issues prior to the Agreement Date, and the issues materially impact the price or time to perform the work, then VDOT is willing to consider relief in accordance with Article 9 of RFP Part 4.

The clause is not intended to serve as a vehicle for the Design-Builder to raise issues that would ordinarily arise during the final design iteration process. The RFP Documents, including the RFP Conceptual Plans contained in the RFP Information Package, are never represented to be complete. Consequently, Offerors are expected to make a variety of assumptions as to what they view as necessary to finalize the design and provide VDOT with a firm contract price and schedule. The Design-Builder is responsible for final design in accordance with the Contract Documents.

The RFP Documents contain numerous general depictions of existing conditions that the Design-Builder is obliged to verify through field investigations and surveys before completing its final design of the Project and then integrating such design into its construction means and methods. It is the Offerors' responsibility to consider all of this during the proposal process in developing its price and schedule. The scope validation process does not envision that the final design development and related construction services (e.g., surveying and maintenance of traffic) would, on their own, create Scope Issues.

## **2.0 PROJECT TECHNICAL INFORMATION & REQUIREMENTS**

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

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

## **2.1 References and Information**

The design and construction work for the Project shall be performed in accordance with the applicable federal and state laws and VDOT Standards, Specifications and Reference Documents to include, but not limited to the documents listed herein. The Design-Builder must



verify and use the latest version of the documents listed herein as of the date of the RFP or latest Addendum.

### **2.1.1 Standards and Reference Documents**

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

The 2016 VDOT Road and Bridge Specifications, and its associated Special Provision Copied Notes, contain pricing language under sections entitled “Measurement and Payment” that is not applicable in the Design-Build context of this RFP. Thus, in accordance with the hierarchy of documents, the Design-Builder will refer to Part 3, Articles 6 and 7, Part 4, Article 6, and applicable portions of the Division I Amendments (Part 5) to the Standard Specifications for more information regarding the pricing and payment to the Design-Builder. Similarly, other references below that contain pricing methodologies for the “Contractor” shall likewise not be used. The requirements, as described in the text of Part 2 herein, take precedence over the referenced documents listed below, unless otherwise indicated.

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

#### (a) Standards and Specifications

- 23CFR625 – Design Standards for Highways (FHWA)
- 49CFR Part 24 – The Uniform Relocation Assistance and Real Properties Acquisitions Act of 1970
- AASHTO A Policy on Geometric Design of Highways and Streets, 6th Edition, 2011
- AASHTO Guide for Design of Pavement Structures (Rigid Pavement and Flexible Pavement), 1993 Edition
- AASHTO Guide for Park-and-Ride Facilities, 2<sup>nd</sup> Edition or later
- AASHTO Roadside Design Guide, 4th Edition, 2011
- AASHTO’s Highway Safety Manual, 1st Edition, Vol. 1-3, 2010 (including all revisions)
- Americans with Disabilities Act Accessibility Guidelines for State and Local Government Facilities
- DCR Virginia Erosion and Sediment Control Handbook, Third Edition, 1992
- DCR Virginia Stormwater Management Handbook, Vol. 1 and Vol. 2, First Edition, 1999
- Engineering Properties of Clay Shales, Report 1 by W. Heley and B. N. McIver

- FHWA’s Mitigation Strategies for Design Exceptions, July 2007
- FHWA’s Standard Highway Signs including Pavement Markings and Standard Alphabets, 2004 Edition and 2012 Supplement (for use with the 2009 Manual on Uniform Traffic Control Devices for Streets and Highways), or most current Edition
- IEEE National Electric Safety Code (NESC) Standards
- Manual of Uniform Traffic Control Devices (MUTCD), 2009 Edition and latest updates
- Transportation Research Board Highway Capacity Manual, 2010 Edition
- U.S. Army Corps of Engineers EM-1110-2-1906, Laboratory Soils Testing, 1986
- VDOT 2014 Pavement Design Guide For Subdivision And Secondary Roads In Virginia
- VDOT 2017 Supplement to the 2016 VDOT Road and Bridge Specifications
- VDOT Appraisal Guide
- VDOT CADD Manual, 2012 (including all revisions)
- VDOT Construction Inspection Manual, January 2015
- VDOT Construction Manual, 2005 (including July 2008 revisions)
- VDOT Drainage Manual, Revised May 2017 or current edition
- VDOT Guidelines for Management of Contaminated Soils Associated with Utility Installation and Maintenance Activities, February 23, 2012
- VDOT Instructional & Informational Memorandums (I&IM), All Divisions
- VDOT Land Use Permit Regulations Guidance Manual, Revised May 20, 2013
- VDOT Manual of Instruction for Material Division, including revisions through July 2016
- VDOT Materials Division Approved List, dated May 2017
- VDOT Materials Division Memoranda
- VDOT Minimum Requirements for Quality Assurance & Quality Control on Design Build and Public-Private Transportation Act Projects, January 2012
- VDOT Policy Manual for Public Participation in Transportation Projects, revised November 2016
- VDOT Post Construction Manual, August 2014 Edition
- VDOT Right of Way Manual of Instructions (January 2011, including May 2016 revisions)
- VDOT Road and Bridge Specifications, 2016 (all except Section 100), including all revisions
- VDOT Road and Bridge Standards, Vol. 1 and Vol. 2, 2016, including all revisions
- VDOT Road Design Manual, Vol. I, including all revisions
- VDOT Survey Manual, 2016 Edition
- VDOT Traffic Engineering Design Standards and Guidelines, dated September 2, 2014
- VDOT Traffic Engineering Division Numbered Memoranda (Traffic Engineering (TE) and Mobility Management (MM))
- VDOT Utilities Manual of Instruction (11<sup>th</sup> Edition Published October 1, 2016 )
- VDOT Virginia Work Area Protection Manual Revision 1, April 1, 2015
- VDOT’s Project Management Policy PMO-Policy-2011-1, July 1, 2011

- Virginia Department Of Transportation Hazardous Waste Co-Generator Policy Memorandum, June 15, 2010
- Virginia Stormwater BMP Clearinghouse (See <http://vwrrc.vt.edu/swc/>)
- Virginia Supplement to 2009 MUTCD, 2011 Edition Revision 1, updated September 2013

(b) Reference Manuals

- American National Standards Institute (ANSI)/Insulated Cable Engineers Association (ICEA) S-87-640-2006 requirements
- DCR Stream Channel Erosion Control - Technical Bulletin No. 1 (See <http://www.deq.virginia.gov/Portals/0/DEQ/Water/Publications/TechBulletin1.pdf>)
- DCR Minimum Standard 3.02: Principal Spillways - Technical Bulletin No. 7 (See <http://www.deq.virginia.gov/Portals/0/DEQ/Water/Publications/TechBulletin7.pdf>)
- DCR Vector Control: Mosquitoes & Stormwater Management - Technical Bulletin No. 8 (See <http://www.deq.virginia.gov/Portals/0/DEQ/Water/Publications/TechBulletin8.pdf>)
- Duncan, J.M. (April 2000) Factors of Safety and Reliability in Geotechnical Engineering, Journal of Geotechnical and Geoenvironmental Engineering, ASCE, Discussions and Closure, August 2001
- Field Partnering Guide for VDOT Projects, November 2005
- FHWA publications HEC-11, HEC-14, HEC-15, HEC-20, HEC-21, and HEC-22
- FHWA Context Sensitive Solutions/Design
- gINT© Manual
- Institute of Electrical and Electronics Engineer (IEEE) Standards
- International Telecommunication Union (ITU) Requirements
- ISEE Blasters Handbook (Current Edition)
- National Electric Code (NEC)
- National Electrical Manufacturers Association (NEMA) Standards
- Society for Protective Coatings (SSPC) Standards
- Telecommunications Industry Association (TIA) and Electronic Industries Alliance (EIA) Standards and Specifications
- Underwriters Laboratories (UL) Standards
- VA Statewide Fire Prevention Code
- Virginia Calibration Methods, January 2014
- Virginia Test Methods Manual, June 2016
- Virginia Uniform Statewide Building Code

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

*Park & Ride Lot:*

- Special Provision for Bus Shelters, dated August 8, 2011
- Special Provision for Bicycle Racks, dated October 17, 2016

- Special Provision for Bike Lockers, dated June 13, 2011
- Special Provision for Trash Receptacles, dated June 24, 2011

*Environmental:*

- ~~Special Provision for Tree Removal Time of Year Restriction for Design-Build Contracts, November 30, 2016.~~ [Special Provision For Phase I and Phase II Environmental Site Assessments For Design-Build Projects, November, 2016](#)
- [Guidelines for Management of contaminated soils associated with utility installation and maintenance activities, February 23, 2012](#)
- [Hazardous Waste Co-Generator Policy Memorandum, June 15, 2010](#)

*Geotechnical/Material:*

- Special Provision for Lime Modification of Soils Design-Build Projects, November 23, 2009
- Special Provision for Design-Build Tracking (DBT) numbers, June 4, 2015

*Roadway/Drainage:*

- Special Provision for Bioretention Basins, September 26, 2016
- SS244-002016-01 Section 244 – Roadside Development Materials, July 5, 2016; Issued October 5, 2016
- Special Provision for Compost Amended Soils, January 6, 2017
- Special Provision for Miscellaneous Stormwater Items, January 5, 2017
- SPCN c302-030100-00 Section 302.03 (b) Precast Drainage Structures, January 14, 2008; Reissued July 12, 2016

*NRO Traffic Operations:*

- Lane Closures in NOVA District Memorandum; Issued September 29, 2016
- Special Provision Copied Note for Lane Closure Advisory Management System (LCAMS) Training, October 3, 2016

*General Conditions:*

- SS52200 Supplemental Section 522 – Partnering Design-Build Projects, December 2, 2009; revised June 1, 2012
- SPCN cq512-000120-00 Uniformed Flaggers; July 12, 2016
- Special Provision for Personnel Requirements for Work Zone Traffic Control, June 11, 2009
- Special Provision for Work Zone Traffic Control Management, Design-Build Projects, January 14, 2008; Revised November, 2009

The above list of Special Provisions is not intended to be an all-inclusive list. The Design-Builder is responsible for achieving the Work in accordance with all current VDOT

standards as of the date of the RFP issuance, including any revisions and/or addenda thereof. If a construction element is not adequately addressed within VDOT Standard Specifications or the Special Provisions listed for the purpose of the Design-Builders design, it is the responsibility of the Design-Builder to develop an alternative specification that is acceptable to VDOT for that element of work.

In the event of a discrepancy between VDOT and non-VDOT Standards and References listed herein, the 2016 VDOT Road and Bridge Specifications, design standards, and manuals shall take precedence, with the following exception. If AASHTO or the MUTCD require that a higher or better standard be applied, then AASHTO and/or the MUTCD shall take precedence. In accordance with Part 2, Section 2.1.3 below, all deviations from AASHTO minimum specified design values shall be documented, justified, and approved by VDOT and FHWA.

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

### **2.1.2 RFP Information Package**

An RFP Information Package is available for interested Offerors on CD for \$50. Interested Offerors should complete the RFP Information Package Order Form included as Attachment 2.6 of Part 1. An RFP Information Package will be provided to the point of contact for each short listed firm. The RFP Information Package includes the following:

- RFP Conceptual Plans (DGNs and PDFs) [\(revised\)](#)
- Design Approval, dated June 16, 2017
- Environmental Documents
  - Categorical Exclusion, including Appendices and FHWA Review document, dated June 23, 2017
  - Preliminary Right of Way (RW) Authorization (EQ-201) dated June 26, 2017
  - Preliminary Plans, Specifications and Estimates (PS&E) Authorization (EQ-200), dated June 26, 2017
  - Preliminary Environmental Certification/Commitments Checklist (EQ-103), dated June 26, 2017
  - VDOT/VA SHPO Correspondence, dated November 15, 2016
  - Cultural Resource Summary Report, dated May 24, 2017
  - Permit Determination, dated January 11, 2017
  - Wetland Delineation, dated September 16, 2016
  - Fish, Plant, and Wildlife Resources Form, dated February 27, 2017
  - Air Quality Analysis Report, dated May 18, 2017
  - Hazardous Materials Summary Report, May 1, 2017
  - Phase II Environmental Site Assessment, Gossom Property, dated May 2, 2016

- Asbestos Inspection Reports for 6430, 6432, and 6434 James Madison Highway, dated May 26 & 27, 2016
- Analysis Reports (Asbestos) for 6430, 6432, and 6434 James Madison Highway, dated May 26, 2016
- Project Closeout and Statements of Proper Workmanship (Asbestos) for 6430, 6432 and 6434 James Madison Highway, dated July 8, 2016
- Survey files, including utility designation ([revised to include utilities that were installed/relocated as part of the I-66 / Route 15 interchange project](#))
- Geotechnical
  - Geotechnical Data Report, dated March 9, 2017
  - gINT© files
  - Soil Design Parameters for Sound Barrier Walls, Retaining Walls and Non-Critical Slopes, dated April 14, 2011
- [Hydraulics](#)
  - Preliminary Drainage and Outfall Report, dated May 2017
  - [Nutrient Credit Purchase Form \(LD-453\) Completed by VDOT \(added\)](#)
- Traffic
  - ENTRADA Traffic Data, dated October 31, 2016
  - Traffic Analysis Memo, dated ~~May 5~~[July 27](#), 2017 ([revised to correct 45 mph posted speed rather than 35 mph](#))
  - [ITS Plans from I-66 Widening Design-Build Project 0066-076-003, C501, UPC# 93577 \(added\)](#)
- Special Provisions

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

### 2.1.3 Design Exceptions and Design Waivers

Design Exceptions (DEs) will be required for any element of the design among the ten controlling criteria that do not meet AASHTO minimum design standards. Design Waivers (DWs) will be required for any element that meets AASHTO minimum design standards, but does not meet VDOT minimum standards or for any element other than the ten controlling criteria that do not meet AASHTO minimum design standards. The Design-Builder will be required to follow the process as described in IIM LD-227, S&B 70 regarding DEs and DWs.

VDOT has not identified any DEs or DWs with respect to the RFP Conceptual Plans for the I-66/Route 15 Park & Ride Lot.

If, during development of the design, the Design-Builder identifies or proposes substandard features, the Design-Builder is required apply for the appropriate DEs and/or DWs.



VDOT will be responsible for submitting the DEs and/or DWs to the appropriate authority(-ies) for review and approval. The costs for preparation of DWs and/or DEs and any information needed to support these documents is the responsibility of the Design-Builder. Implementing any mitigation strategies proposed by the Design-Builder or required by VDOT, as part of the DE and/or DW approval process, shall be the responsibility of the Design-Builder and shall be carried out at no additional cost to the Department. Any schedule delays as a result of the approval process are the responsibility of the Design-Builder.

## **2.2 Mainline and Other Roadway Improvements**

### **2.2.1 Access Roadway**

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

The entrance road alignment and pavement width must accommodate the simultaneous movements of inbound and outbound 40-foot transit vehicles.

Vertical drop-offs (for instance at the headwalls of drainage pipes and structures) and steep slopes adjacent to sidewalks will require installation of handrails in accordance with VDOT's Road Design Manual, Appendix A.

The Design-Builder shall relocate signs in the median along Heathcote Blvd between Route 15 and Old Carolina Rd if the signs reduce the sight distance required per VDOT standards at the entrance road.

The access road alignment through Gainesville Investments property has been coordinated with the property owner and shall not change horizontally.

### **2.2.2 Park & Ride Facilities Requirements**

The Design-Builder shall provide a Park & Ride facility that provides commuter parking spaces and accommodation for bus transit and kiss-and-ride (pick-up/drop-off area). Design of the Park & Ride facility shall be in accordance with the AASHTO *Roadside Design Guide*, AASHTO Guide for Park and Ride Facilities, 2<sup>nd</sup> Edition or later, Department of Justice *ADA Standards for Accessible Design*, and other standards and specifications listed in Part 2, Section



2.1.1. All parking lot pavement designs shall be in accordance with the minimum pavement design provided in Part 2, Section 2.6.1.

The Park & Ride facility shall be located on Parcel 003 shown on the RFP Conceptual Plans, which was acquired as residue Parcels 012, 013, and 014 under State Project Number 0066-076-074, C501, also known as the I-66/Route 15 Interchange Reconstruction Project. The Park & Ride facility shall, at a minimum, include the following:

- A minimum of 230 parking spaces. Parking spaces shall be paved, marked, connected with internal vehicular system, served with adequate stormwater management facilities, connected by pedestrian facilities, and lighted according to Part 2, Section 2.8.3.
- A minimum of nine (9) of the parking spaces shall be designated for accessible (ADA) parking, of which 2 will be van accessible.
- All parking spaces shall be sized with minimum dimensions of 9 feet x 18 feet with minimum 24 feet aisle separation. No compact parking spaces shall be provided.
- [A minimum 40 feet x 12 feet paved area shall be designated as kiss-and-ride.](#)
- Aisle end treatments shall be painted and shall be no more than 4 feet wide to discourage vehicles from using as parking spots.
- Two bus bays in one bus loop, as well as a pick-up and drop-off area. A raised island shall be included in the center of the bus loop.
- Interconnected, but separate accommodations and circulation for bus facilities, parking areas, kiss-and-ride, general vehicular, pedestrians and bicyclists.
- One point of entry and egress to the roadway network at the Park & Ride lot with full access to all turning movements in and out of the site at its intersection with Heathcote Boulevard.
- Sidewalks connecting crosswalks, accessible parking, kiss-and-ride, bicycle parking, and transit.
- On-site and off-site vehicle and pedestrian signage (including all necessary external and internal facility, routing, wayfinding, regulatory, and bus stop information signage) in accordance with the latest edition of the MUTCD and applicable VDOT standards and local ordinances.
- Pavement marking consistent with the latest edition of the MUTCD and the VDOT standards.
- Lighting (vehicular and pedestrian areas) for the Park & Ride facility (including parking, bicycle racks, bicycle lockers, transit, and kiss-and-ride areas) and at the access road intersection with Heathcote Boulevard. Lighting shall be designed in accordance with Part 2, Section 2.8.3.
- Two bus shelters, including one bench each, shall be located near the bus loop, kiss-and-ride, and handicap parking areas. The bus shelters shall be designed and installed in accordance with the Special Provision for Bus Shelters, dated August 8, 2011.
- Two trash receptacles shall be provided and located near the bus shelters. The trash receptacles shall be designed and installed in accordance with the Special Provision for Trash Receptacles.

- Bicycle racks to accommodate a minimum of eight (8) bicycles and four (4) double-sided bicycle lockers to accommodate eight (8) bicycles near the bus shelters. The bicycle racks and bike lockers shall be designed and installed in accordance with the Special Provision for Bicycle Racks and the Special Provision for Bike Lockers, respectively.
- Along the western and southern edges of the Park & Ride facility (along Route 15 and I-66 Westbound Off-Ramp), a minimum 20-foot landscaping buffer is required. The 20-foot landscaping buffer shall be seeded and fertilized in accordance with VDOT standard roadside seeding. Landscaping will be installed under a separate contract.

The Design-Builder shall be responsible for all maintenance of the Park & Ride facilities until the Project Final Completion Date to include snow removal, ensuring lighting is operational and in working order at all times, and incidental pavement repairs.

VDOT is currently pursuing a temporary limited access line break from the Commonwealth Transportation Board (CTB) to allow construction access from Route 15, just north of the I-66 Westbound to Route 15 Northbound ramp, where there is currently a construction entrance for the I-66/Route 15 Interchange Reconstruction Project. The Design-Builder will be required to obscure the entrance and install the limited access fence across the construction entrance in this location.

The Design-Builder shall maintain the pavement of the Park and Ride lot and Access Roadway through project Final Completion. Should heavy equipment be brought over adjoining roads, such as Heathcote Boulevard, Route 15, etc. and cause damage to these roadways, the Design-Builder shall repair such damage.

## **2.3 Structures & Bridges**

There are no structures, bridges, or retaining walls anticipated for this Project.

## **2.4 Environmental**

### **2.4.1 Environmental Document**

FHWA has issued a NEPA decision for the Project. A copy of the Categorical Exclusion (CE) dated June 23, 2017 is included in the RFP Information Package. VDOT has also completed preliminary document re-evaluations for Right of Way (RW) Authorization (EQ-201) dated June 26, 2017; Plans, Specifications and Estimates (PS&E) Authorization (EQ-200) dated June 26, 2017, and a preliminary Environmental Certification/Commitments Checklist (EQ-103) dated June 26, 2017, which are included in the RFP Information Package.

Once the Design-Builder has completed the design, VDOT shall update and finalize the re-evaluation for RW Authorization (EQ-201) prior to RW authorization; and update and finalize

the re-evaluation for PS&E Authorization (EQ-200), and update and finalize the Environmental Certification/Commitments Checklist (EQ-103) prior to the VDOT Project Manager releasing the Project for construction. If the Project includes phased work, then final versions of these documents shall be updated and finalized by VDOT prior to authorizing RW and construction for each phase. The VDOT Project Manager shall verify that the EQ-200, EQ-201 and EQ-103 forms have been updated and finalized prior to obtaining approval signatures for each title sheet submittal required for Right of Way and Construction.

The Design-Builder shall carry out environmental commitments during design, right of way acquisition, and construction, as applicable, as identified in the CE, the final document evaluations for RW and PS&E Authorization, and the final Environmental Certification form(s). All commitment compliance shall be supported by appropriate documentation, to be provided by the Design-Builder to VDOT.

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

VDOT expects that the results from any additional work needed to support the Design-Builder's final design will be conveyed to the Department as quality deliverables in accordance with professional standards and guidelines for each NEPA-related discipline, as well as the criteria described in Part 2, Section 2.4. Moreover, VDOT reserves the right to return any inadequate or substandard deliverables to the Design-Builder for revision prior to coordination.

The Design-Builder is solely responsible for any costs or schedule delays related to the permit acquisition, permit modifications, and NEPA document re-evaluations associated with Design-Builder's design changes as well as the submission of inadequate or substandard deliverables. No time extensions will be granted. All costs associated with complying with these requirements shall be included in the Offeror's Price Proposal.

#### **2.4.2 Cultural Resources**

The Virginia Department of Historic Resources (VA SHPO) has concurred with VDOT's recommendation that the project will have no adverse effect on historic properties, finding that the previously identified architectural properties 233-5006, 233-5007, and 076-5367 are not eligible for the National Register of Historic Places (NRHP) individually, nor as contributing elements to any historic district; and that the small portion of the Buckland Mills battlefield (030-5152) located within the project's area of potential effect has lost integrity and does not contribute to the potential NRHP eligibility of the battlefield.

On December 15, 2016, the VA SHPO determined the Project would have No Adverse Effect on historic properties in the Area of Potential Effects (APE). The Project’s APE for archaeology is the limits of disturbance and for architecture is the areas where there will be alterations in setting and feeling. Copies of relevant VDOT/VA SHPO correspondence, including location map, showing the location of the historic property is included in the RFP Information Package. There is one historic property in the Project’s APE:

<u>VDHR No.</u>	<u>Resource Description</u>
030-5152	Buckland Mills PotNR Battlefield

The Design-Builder shall consider historic properties to be design constraints and avoid impacting them beyond what is shown in the RFP Conceptual Plans. In addition, the Design-Builder shall notify the VDOT Project Manager in advance of any other project-related activities including, but not limited to, staging, borrow/disposal, and any temporary or permanent easements, proposed to be located on or within the viewshed of historic properties. These activities, any changes to the design, alignment, right of way limits, or easements shown on the RFP Conceptual Plans, or any additions to the Project such as stormwater management facilities, or wetland mitigation sites, may require review by VDOT and could require additional cultural resources studies and/or coordination with the VA SHPO. The Design-Builder is responsible for conducting all cultural resources studies necessitated by the proposed changes, in accordance with the Secretary of the Interior’s *Standards and Guidelines for Archeology and Historic Preservation*, and the Virginia Department of Historic Resources’ most current *Guidelines for Conducting Survey in Virginia*, while VDOT is responsible for coordinating both the studies and the proposed changes with the VA SHPO. The Design-Builder shall then carry out any additional cultural resources commitments that result from such coordination at its sole expense and at no additional cost to VDOT.

### **2.4.3 Section 4(f) Resources**

There is no Use of 4(f) Resources on this Project.

### **2.4.4 Water Quality Permits and Compensatory Mitigation**

VDOT completed a preliminary Permit Determination, dated January 11, 2017, concluding that water quality permits are required for this Project based on the RFP Conceptual Plans. VDOT also completed a delineation of jurisdictional streams and wetlands. The Offerors should note that the preliminary Permit Determination and wetland delineations are included in the RFP Information Package and are provided for informational purposes only. The Design-Builder shall be responsible for verifying permit requirements prior to construction. Regulatory agencies will make the final determination as to which state/federal water quality permits will be required during coordination with the Design-Builder.

Should it be determined that water quality permits are required for the Project, the Design-Builder shall conduct the preliminary field assessment including, but not limited to, wetland delineation, stream assessment, and permit impact sketches. The Design-Builder shall

also determine the required sequencing methodology to limit Project impacts to wetland systems. The Design-Builder shall utilize this information to obtain required permits.

The Design-Builder is responsible for obtaining all water quality permits required to construct the Project (including utility relocations by the Design-Builder). The Design-Builder shall 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 water quality permits and permit modifications required by the regulatory agencies.

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

The Design-Builder shall ensure that Project schedules accommodate any Special Provisions, Time of Year Restrictions (TOYR), and the duration of permit acquisition from the regulatory agencies. The Design-Builder shall be responsible for adhering to permit conditions and Special Provisions, as identified in the permit authorizations including but not limited to TOYR, avoidance and minimization recommendations, restoration of temporary impact areas, establishment of a surface water channel within 15 days post-construction and countersinking culverts.

The Design-Builder shall be responsible for compliance with pre-construction, construction-related permit conditions, as well as post-construction monitoring if required by regulatory agencies. This shall include costs associated with acquiring water quality permits and additional compensatory mitigation for the Project, if needed.

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

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

The Design-Builder shall carry out any additional permit conditions/commitments that result from change in footprint and/or scope (assuming it is approved by VDOT) at its sole

expense and no additional cost to VDOT; additionally the Design-Builder shall be responsible for any schedule delays and associated costs.

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

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

#### **2.4.5 Threatened and Endangered Species**

VDOT has performed preliminary database reviews to determine the Project's potential effects on threatened and endangered (T&E) species, indicating that the Project will have no adverse effect on T&E species. The following state and federally listed T&E species were identified in the required search area:

##### **Species**

Northern Long-Eared Bat (*Myotis septentrionalis*)

Tri-colored Bat (*Perimyotis subflavus*)

Little Brown Bat (*Myotis lucifugus*)

A copy of VDOT's preliminary Fish, Plant, and Wildlife Resources Form, dated February 27, 2017, is included in the RFP Information Package.

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

#### **2.4.6 Hazardous Materials**

~~In addition, the Design Builder shall comply with the following contract special provisions and guidance documents:~~

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



addition, the Design-Builder shall comply with the following contract special provisions and guidance documents:

<input checked="" type="checkbox"/>	<u>VIRGINIA DEPARTMENT OF TRANSPORTATION SPECIAL PROVISION FOR PHASE I AND PHASE II ENVIRONMENTAL SITE ASSESSMENTS FOR DESIGN-BUILD PROJECTS – November 2016</u>
<input checked="" type="checkbox"/>	<u>VDOT GUIDELINES FOR MANAGEMENT OF CONTAMINATED SOILS ASSOCIATED WITH UTILITY INSTALLATION AND MAINTENANCE ACTIVITIES, February 23, 2012</u>
<input checked="" type="checkbox"/>	<u>VIRGINIA DEPARTMENT OF TRANSPORTATION HAZARDOUS WASTE CO-GENERATOR POLICY MEMORANDUM, June 15, 2010</u>

For any solid waste and other non-hazardous waste, the Design-Builder shall have the signatory responsibility for the waste shipping manifest(s) and/or bill(s) of lading. For hazardous waste, the Design-Builder shall be considered the co-generator and shall be responsible for preparing the hazardous waste shipping manifest(s) for the VDOT representative’s signature and as otherwise consistent with the signatory requirement under Section 411 of the 2016 VDOT Road and Bridge Specifications.

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

The Design-Builder shall be responsible for the development of a Spill Prevention, Control, and Countermeasure Plan if required by regulation and for submission of any required plan to the VDOT Project Manager prior to start of construction. In the event of spills or releases of petroleum products and other hazardous liquids or solid materials, the Design-Builder shall take immediate action to contain and eliminate the spill release, including the deployment of environmental protection measures to prevent the migration of the spill into the waters of the United States and of worker exposure protection measures. The Design-Builder shall notify the VDOT Project Manager immediately of all instances involving the spill, discharge, dumping or any other releases or discovery of hazardous materials into the environment and shall provide all required notifications and response actions.

VDOT determined the potential for hazardous materials and/or contamination within the Project area. An ESA Phase II was completed for ROW acquisition of the Gossum property for the I-66/Route 15 Interchange Reconstruction project (on whose property the future Park & Ride lot will be constructed). Low-levels of petroleum contamination at Gossum property were identified, but do not appear to exceed the petroleum release reporting requirements. Additionally, petroleum-odor was observed in soil samples collected during geotechnical investigation of the Project, but likewise do not appear to exceed the petroleum release reporting requirements. Information pertaining to the ESA Phase II study is included in the RFP Information Package and constitutes Known Pre-existing Hazardous Materials as defined in Part 4, Article 4.



Asbestos inspection, abatement and project monitoring was performed for the Gossom Property (Parcels 012 and 013) acquired, by VDOT under the I-66/Route 15 Interchange Project, but has not been performed on the Gainesville Investments property, on which the access road to the Park & Ride Lot will be constructed. Asbestos inspection, abatement and project monitoring, if and when needed, shall be performed by individuals and firms 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 and project designer working on the Project. Copies of all asbestos inspection, monitoring and disposal records shall be provided to the VDOT Project Manager.

~~For any solid waste and other non-hazardous waste, the Design Builder shall have the signatory responsibility for the waste shipping manifest(s) and/or bill(s) of lading. For hazardous waste, the Design Builder shall be considered the co-generator and shall be responsible for preparing the hazardous waste shipping manifest(s) for the VDOT representative's signature and as otherwise consistent with the signatory requirement under Section 411 of the 2016 VDOT Road and Bridge Specifications.~~

~~The Design Builder shall be responsible for the development of a Spill Prevention, Control, and Countermeasure Plan if required by regulation and for submission of any required plan to the VDOT Project Manager prior to start of construction. In the event of spills or releases of petroleum products and other hazardous liquids or solid materials, the Design Builder shall take immediate action to contain and eliminate the spill release, including the deployment of environmental protection measures to prevent the migration of the spill into the waters of the United States and of worker exposure protection measures. The Design Builder shall notify the VDOT Project Manager immediately of all instances involving the spill, discharge, dumping or any other releases or discovery of hazardous materials into the environment and shall provide all required notifications and response actions.~~

The Offeror shall include in the Price Proposal all costs associated with complying with the above listed requirements except that any hazardous material(s) encountered that require remediation on Parcels 001 and 002 asbestos abatement and abatement monitoring will be paid for, if and when necessary, under a Work Order in accordance with Article 9 of Part 4 (General Conditions of Contract).

The Design-Builder shall not acquire rights to Parcel 002 property until any required a Phase I Environmental Site Assessment is complete and approved. This shall represent a hold point in the Design-Builder's CPM Schedule.

No additional Phase I ESA's or Phase II ESA's shall be required, other than the Phase I ESA required on Parcel 002, unless additional property is to be acquired beyond the proposed right of way limits (including easements) shown on the RFP Conceptual Plans.

## 2.4.7 Air Quality

The Project has been assessed for potential air quality impacts and conformity with all applicable Federal and state air quality regulations and requirements. The Air Quality Analysis Report, dated May 18, 2017, is provided in the RFP Information Package. The Report identifies federal and state regulatory requirements that must be adhered to during construction of the Project.

This Project is located within an 8-Hour Ozone Nonattainment area and a volatile organic compounds (VOC) and nitrogen oxides (NO<sub>x</sub>) emission control area. As such, all reasonable precautions shall be taken to limit the emissions of VOC and NO<sub>x</sub> during construction of the project. In addition, the following Virginia Department of Environmental Quality (VDEQ) air pollution regulations shall be adhered to during the construction of this project: 9 VAC 5-130-10 et seq., Open Burning restrictions; 9 VAC 5-45-760 et seq., Cutback Asphalt restrictions; and 9 VAC 5-50-60 et seq., Fugitive Dust precautions. The Design-Builder shall adhere to the limitations outlined in the 2016 Road and Bridge Specifications.

Construction activities shall be performed in accordance with the 2016 VDOT Road and Bridge Specifications. The specifications conform to the State Implementation Plan and require compliance with all applicable local, state, and federal air quality regulations.

## 2.4.8 Noise Mitigation

A Qualitative Preliminary Noise Analysis was performed by VDOT, which determined that no mitigation measures are required for the Project. A copy of the Qualitative Preliminary Noise Analysis Memo, dated March 31, 2017 (included in the CE Appendices), is included in the RFP Information Package. The Design-Builder shall not be required to perform any additional noise analysis, nor design or construct any noise barriers for this Project.

Construction activity may cause intermittent fluctuations in noise levels. During the construction phase of the Project, all reasonable measures shall be taken to minimize noise impacts from these activities. Part 5 of the RFP, outlines the construction noise limits. The Design-Builder shall be required to conform to this specification to reduce the impact of construction noise on the surrounding community.

## 2.4.9 Environmental Compliance

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

of all documentation and correspondence with regulatory agencies related to the non-compliant item(s) and their resolution, concurrent with each submission.

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

The Design-Builder shall carry out environmental commitments during design and construction, as applicable, as identified in the CE, the Document Re-evaluations for RW Authorization (EQ-201) and PS&E Authorization (EQ-200), and the Environmental Certification/Commitments Checklist (EQ-103). All commitment compliance shall be supported by appropriate documentation, to be provided by the Design-Builder to the VDOT Project Manager.

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

## **2.5 Survey**

The Design-Builder is advised that the preliminary field survey and utility data provided is not represented to be complete for purposes of design and construction of the Project. The Design-Builder's scope of work shall include performing all surveying and utility designation that is necessary to design and construct the Project in accordance with VDOT's Survey Manual.

Preliminary field survey and utility data has been obtained for this Project. The survey is bounded by Ramp B (westbound to northbound off-ramp) at the I-66 and Route 15 Interchange to the intersection of Route 15 and Heathcote Boulevard. The field survey was conducted using conventional and aerial photogrammetric methods and data was collected within the tolerances defined in the VDOT Virginia Map Accuracy Standards. Preliminary field survey and utility data have been obtained, including, but not limited to the following:

- Notification of property owners\*
- Vertical control (Based on NAVD88 Geoid 2012A)\*\*
- Horizontal control (Based on NAD83-2011)\*\*
- Field data verified and updated
- Planimetrics
- Property data and R/W
- Utilities (Level B sub-surface utility investigation in the median from inside edge of pavement to inside edge of pavement and areas designated as potential BMP's.)
- Digital Terrain Model

\*The Virginia Code 33.2-1011 requires that Notice of Intent letter “shall be sent to the owner by mail, at the address recorded in the tax records, **not less than 15 days prior** to the first date of the proposed entry. Notice of intent to enter shall be deemed made on the date of mailing.” “The notice shall include the anticipated date such entry is proposed to be made and the purpose of such entry.” Advance notification of property owners is required for all data collection efforts related to the development of highway plans. Copies of the letters and address labels shall be provided to the VDOT Project Manager (who shall forward to the District Survey Manager) for approval prior to mailing to property owners.

The preliminary field survey and utility data provided in the RFP Information Package contains the general depiction of existing conditions that the Design-Builder is obligated to verify and finalize through survey before completing final design of the Project. The [special horizontal accuracy](#) of the preliminary survey is at the Class 1 Level [at 1”=25’ scale](#). [The vertical accuracy is Class 3](#) with one-foot contours, ~~with a limiting accuracy of 0.50-foot~~. The Design-Builder shall be responsible for obtaining any survey data, including all rights-of-entry and land use permits, locating and/or designating underground utilities, digital terrain model (DTM), utility test holes and obtaining other related data necessary for the design, right of way acquisition, and construction of the Project. Additionally, the Design-Builder will be responsible for updating the plans for any changes that may occur (regarding property owner changes, subdivisions, etc.), prior to the acquisition of right of way and during the final design. Any survey changes shall be verified and certified, and submitted in final documentation.

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

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

## 2.6 Geotechnical Work

VDOT has completed a preliminary geotechnical subsurface investigation for this Project. The results of the investigation are presented in the Geotechnical Data Report, dated March 9, 2017, which is included in the RFP Information Package.

The data included in this RFP is being provided for Offeror’s information in accordance with Section 102.04 of Division I Amendments (Part 5). The Design-Builder shall perform a design-level geotechnical investigation to validate and augment the geotechnical information included in this RFP. The geotechnical engineering investigation performed by the Design-Builder shall meet or exceed both Chapter 3 of the VDOT Material Division’s Manual of Instructions (MOI); and Section 700.05 (c) of the 2016 VDOT Specifications.

The Design-Builder shall collect appropriate data for geotechnical evaluation of pavements, embankments, soil cuts, culverts, stormwater management facilities, minor structures

including drainage pipes, and any elements of highway design and construction required for this Project. The Design-Builder will be responsible for obtaining all necessary permits and utility clearances as required by VDOT, the Commonwealth of Virginia, or any other jurisdictional body or owner prior to accessing public or private property for the purpose of conducting geotechnical field work and shall provide the necessary traffic control in accordance with the Work Area Protection Manual. The Design-Builder shall complete laboratory tests in accordance with pertinent ASTM or AASHTO standards and analyze the data to provide design and construction requirements. Soils, rock, aggregate, asphalt, concrete and other materials tests shall be performed by a laboratory accredited through the AASHTO Accreditation Program (AMRL and CCRL) for each test it conducts for the Project, unless otherwise approved by VDOT.

The Design-Builder shall provide VDOT with all records of subsurface explorations and describe the soils encountered and their depth limits in accordance with the requirements outlined in Chapter 3 of the VDOT Materials Division MOI. The Design-Builder shall provide to VDOT electronic copies of all subsurface explorations in accordance with the boring log template available on the website included in Chapter 3 of the VDOT Materials Division MOI. The electronic files shall be provided by a certified professional geologist or a suitably qualified registered professional engineer in the Commonwealth of Virginia, in gINT© software. The gINT© file for the borings contained in Geotechnical Data Report, dated March 9, 2017, are provided in the RFP Information Package.

Unless otherwise addressed by AASHTO LRFD, the Design-Builder shall incorporate reliability assessments in conjunction with standard analysis methods in accordance with Chapter 3 of the Materials MOI. An acceptable method for evaluation of reliability is given by Duncan, J.M. (April 2000) *Factors Of Safety and Reliability in Geotechnical Engineering*, Journal of Geotechnical and Geoenvironmental Engineering, ASCE, Discussions and Closure August 2001. The Design-Builder may propose to identify specific, non-critical features, and alternative methods for evaluating variability of subsurface conditions, reliability and minimum factors of safety, prior to submission of its design calculations and drawings. VDOT may, in its sole discretion, accept or reject such proposed methods.

The Design-Builder shall submit to the VDOT for its review all geotechnical design and construction memoranda and/or reports that summarize pertinent subsurface investigations, tests, and geotechnical engineering evaluations and recommendations utilized in support of their design/construction documents. This submittal shall be made at least ninety (90) days in advance of the submittal of any final design/construction documents that are dependent upon the geotechnical evaluations and recommendations. Technical specifications for construction methods that are not adequately addressed in the Standard Specifications shall be provided by the Design-Builder as part of the final design/construction documentation. Prior to submittal of any final design/construction documentation, the Design-Builder shall review the final design/construction documents to assure that it appropriately incorporated the geotechnical components and shall submit evidence of this review to accompany the final design/construction documentation. The Design-Builder shall reference the drawings that incorporate the pertinent results. The Design-Builder's Quality Assurance and Quality Control (QA/QC) Plan shall document how each specific geotechnical recommendation or requirement will be addressed in



the final design/construction documentation. The results of the geotechnical investigation and laboratory results shall support design and construction efforts to meet the requirements outlined in this Section.

### **2.6.1 Minimum Pavement Sections**

Minimum pavement sections and anticipated locations for these sections shall be utilized for Proposal preparation purposes only. The anticipated locations for new pavement, sections are provided on the RFP Conceptual Plans included in the RFP Information Package. The Design-Builder shall be required to validate the minimum pavement sections and to notify the Department of its findings. If the Design-Builder's findings require a deviation from the RFP requirements, it shall notify VDOT during the Scope Validation Period consistent with Part 4 Section 2.2. Acceptable changes to the minimum pavement sections are limited to increasing the thickness of the base or subbase layers specified below. Any changes to the minimum pavement sections provided in this Part 2, Section 2.6.1 and/or location for the pavement sections shown on the RFP Conceptual Plans require approval by VDOT. The Design-Builder shall be responsible for the final design and construction of the pavements for this Project in accordance with the Contract Documents.

The Design-Builder shall prepare and incorporate into the plans, typical sections, profiles and cross-sections the validated pavement sections in accordance with the applicable manuals noted in Part 2, Section 2.1. This includes drainage and subdrainage requirements to ensure positive drainage both within the pavement structure and on the pavement surface. Underdrains are identified in the Geotechnical Engineering Data Report, which governs over the location of underdrains shown in the RFP Conceptual Plans.

The minimum pavement designs are based upon the following criteria: (a) a minimum average soil subgrade CBR value of 5 (all imported fill material shall have a minimum CBR value of 5), (b) all subgrade is compacted in accordance with the applicable sections of the 2016 VDOT Specifications and applicable special provisions and, (c) that all unsuitable materials at, or below, subgrade have been removed or modified in accordance with applicable sections of Division I Amendments to the Standard Specification General Provisions for Design-Build Contracts under Part 5 of the RFP document.

The minimum pavement sections are as follows:

#### **Park & Ride Lot:**

Surface – 1” Asphalt Concrete, Type SM-4.75A estimated at 115 lbs./sq.yd.  
Intermediate – 2” Asphalt Concrete, Type IM-19.0A estimated at 230 lbs./sq.yd.  
Base – 3” Asphalt Concrete, Type BM-25.0A  
Subbase – 6” Aggregate Base Material, Type I, Size No. 21B extended 1 foot behind the curb and gutter and connected to an edgedrain, in accordance with UD-4 standard details.

#### **Access Road:**

Surface – 1” Asphalt Concrete, Type SM-4.75A estimated at 115 lbs./sq.yd.  
Intermediate – 2” Asphalt Concrete, Type IM-19.0A estimated at 230 lbs./sq.yd.  
Base – 6” Asphalt Concrete, Type BM-25.0A  
Subbase – 8” Aggregate Base Material, Type I, Size No. 21B extended 1 foot behind the curb and gutter and connected to an edgedrain, in accordance with UD-4 standard details.

### **Bus Loop and Transfer Bays:**

Surface – 8” Hydraulic Cement Concrete Pavement in accordance with standard PR-2 with maximum 15 foot transverse joint spacing. A joint layout plan must be included in the Design-Builder’s plan assembly.  
Base – 6” Aggregate Base Material, Type I, Size No. 21B. The subbase should be extended 1 foot behind the curb and gutter and connected to a standard UD-4 edgedrain.

### **Sidewalk**

Hydraulic cement concrete sidewalk shall have a minimum base course of 4” of aggregate base material Type I, Size No. 21A or No. 21B, extended a minimum 4” beyond the edge of the surface material. The sidewalk shall be 4” thick, Class A-3 concrete.

The minimum pavement sections require that proper grading be maintained to direct surface water away from paved areas and to provide for efficient runoff from surrounding areas. Control of both surface and ground water is a very important consideration for design and construction with respect to the overall performance of these pavement designs.

Any utility excavations or excavations for storm drains within pavement areas shall be backfilled with compacted structural fill in accordance with applicable sections of the 2016 VDOT Specifications and applicable special provisions.

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

The concrete pavement for Bus Loop and Transfer Bays is plain jointed concrete pavement in accordance with Standard PR-2. If the Design-Builder’s joint layout plan requires



panels with a length to width ratio greater than 1.25:1 or if there are odd (i.e. non-square/non-rectangular) shaped panels, then wire mesh reinforcement will be required in accordance with standard industry practice (e.g., Corps of Engineers TM-5-822-6) and ACPA guidelines (e.g. Informational Brochure, ACPA, Design and Construction of Joints for Concrete Streets).

## 2.6.2 Geotechnical Requirements

Embankments are not addressed by LRFD. Embankments and cut slopes shall be designed in accordance with Section 305 of the VDOT Materials Division’s MOI. The maximum slope ratio to be used for cut and/or roadway embankment fill slopes shall not be steeper than 2H:1V. The Design-Builder is responsible for verifying the stability of all slopes.

Material and Construction requirements shall follow VDOT Manual of the Structure and Bridge Division, Volume V – Part 11 “Geotechnical Manual for Structures” and applicable special provisions listed in Part 2, Section 2.1.1(c). Where undercutting and material replacement is required to reduce settlement or improve bearing capacity/global stability, areas requiring repair shall be clearly identified on the plans with notes provided to aid plan review, construction, and inspection.

## 2.6.3 Unsuitable Materials

Unsuitable Material is defined as material used as embankment fill, and in cut areas to a depth of at least three (3) feet below subgrade directly beneath pavements and at least two (2) feet beneath the bedding of minor structures and laterally at least two (2) feet beyond the outside edge of the pavement shoulders and bedding limits of the minor structures that meets one or more of the following criteria: classifies as CH, MH, OH and OL in accordance with the Unified Soil Classification System (USCS); contains more than five (5) percent by weight organic matter; exhibits a swell greater than five (5) percent as determined from the California Bearing Ratio (CBR) test using VTM-8; exhibits strength, consolidation, durability of rock or any other characteristics that are deemed unsuitable by the Design-Builders’ geotechnical engineer or as denoted in the Contract Documents for use in the Work. ***The existing fills that contain significant amounts of organic materials (wood, mulch, grass, topsoil, etc.) are unsuitable and shall be completely removed to expose inorganic and stable subgrade soil. The design-builder should anticipate removal and disposal of significant amounts of organically contaminated existing fill material on this project.*** All materials within the uppermost three (3) feet of a pavement subgrade that exhibits a CBR value less than that stipulated in the pavement design shall also be considered unsuitable. The anticipated locations and methods of treatment for unsuitable materials identified by the Design-Builder’s qualified geotechnical engineer shall be shown on the design plans and cross sections. Saturated or very dry and/or loose or very soft coarse- and fine-grained soils that exhibit excessive pumping, weaving or rutting under the weight of construction equipment are also considered unsuitable unless they can be moisture conditioned through either mechanical or chemical means to an acceptable moisture content that allows adequate compaction to meet project specifications, and classification testing indicates they are not otherwise unsuitable. Topsoil, peat, coal and carbonaceous shale shall also be considered unsuitable material. All unsuitable material shall be disposed of and/or treated as discussed in Section 106.04 of the 2016 VDOT Specifications at no additional cost to the

Department. Topsoil or other organic soils are also considered unsuitable for use in embankment fill other than as a cover for slopes for the purpose of establishing vegetative cover. When used as cover for slopes, the thickness of topsoil shall not exceed twelve (12) inches.

[Chemical stabilization of Potomac and Diabase clays is not permitted.](#)

## **2.6.4 Control of Rock Blasting**

### **2.6.4.1 Blasting Control**

It is anticipated the rock excavation will be needed to construct this Project. If the Design-Builder elects to use explosives to remove the rock, the Design-Builder shall include as part of the design team a blasting consultant, approved by the Department, with a minimum of 5-years of 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.

### **2.6.4.2 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.

### **2.6.4.3 Vibration Control**

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 will be responsible for repairing any and all damage to adjacent facilities and structures for construction-induced damage.

### **2.6.4.4 Coordination and Review by Design-Builder's Geotechnical Engineer**

The Design-Builder’s 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.

### **2.6.5 Pipe Installation Methods**

Culverts or utility pipes shall be installed by either conventional methods in accordance with Section 302.03 of 2016 VDOT Road and Bridge Specifications. Trenchless technology is not permitted unless otherwise approved by VDOT. The Design-Builder’s Design Engineer shall choose which of the methods of installation is best suited for the ground and site conditions where the work is to be performed and that will meet the design requirements of the proposed culverts or utility pipes. The Design-Builder’s Design Engineer shall be responsible to establish both the vertical and horizontal tolerances in support of the design. Such tolerances shall be noted on the Construction Plans. Under no circumstances shall the design tolerances used in design of either culverts or utility pipes exceed those specified in the 2016 VDOT Road and Bridge Specifications. If trenchless technology is used to complete roadway crossings, surface settlement monitoring must be performed to verify that there is no adverse impact on the stability and performance of the embankment and pavement structure above the pipe alignments in accordance with Section 302.03 of the 2016 VDOT Road and Bridge Specifications, as applicable.

### **2.7 Hydraulics**

The Design-Builder shall provide and/or perform all investigations, evaluations, analysis, coordination, documentation, and design required to meet all Hydrologic and Hydraulic, Drainage, Stormwater Management, Erosion and Sedimentation Control, Stormwater Pollution Prevention, and Virginia Storm Water Management Program permitting requirements of the standards and reference documents listed in Part 2, Section 2.1.

#### **2.7.1 Drainage**

The drainage work shall include the design and construction of culverts, open channels, storm sewer systems, underdrains, stormwater management facilities, and erosion and sediment control measures in compliance with the standards and reference documents listed in Part 2, Section 2.1 and the VDOT Erosion and Sediment Control and Stormwater Management Programs. All pipe culverts and storm sewer pipe for the Project shall be determined in accordance with the VDOT Drainage Manual and the 2016 VDOT Road and Bridge Standards and all joints shall be determined in accordance with IIM-LD-254. The Design-Builder shall provide VDOT two (2) paper and two (2) electronic copies on compact disc (CD) of a final drainage report incorporating all drainage calculations including pre and post development discharges, capacities, and supporting data such as drainage areas (with maps), ground cover calculations, etc. in accordance with the documentation requirements as outlined in the VDOT Drainage Manual.

Underdrain outfall locations are not shown in the RFP Conceptual Plans and it shall be the responsibility of the Design-Builder to develop the underdrain design including adequate

outfall locations. The Design-Builder may, at its discretion, utilize access structures (i.e. manholes, cleanouts, etc.) in lieu of EW-12's in order to outfall an underdrain according to the guidelines set forth in the 2016 VDOT Road and Bridge Standards and the VDOT Drainage Manual while maintaining the ability for the underdrain to be accessed in the future for maintenance purposes.

### **2.7.2 Stormwater Pollution Prevention Plan (SWPPP)**

A SWPPP, including, but not limited to, an Erosion and Sediment Control (ESC) Plan and Narrative, a Pollution Prevention (P2) Plan, and a post construction Stormwater Management (SWM) Plan shall be prepared and implemented by the Design-Builder in compliance with applicable requirements of the standards and reference documents listed in Part 2, Section 2.1 including the Virginia Erosion and Sediment Control Law and Regulations and the Virginia Stormwater Management Act (VSMA) and the Virginia Stormwater Management Program (VSMP) Regulation.

It shall be the responsibility of the Design-Builder to have a qualified person within their team structure, other than the ESC and post construction SWM Plan designer, who is authorized and/or certified by the Virginia Department of Environmental Quality (VDEQ) to perform plan reviews, independently review and certify that the ESC Plans and Narrative and post construction SWM Plan for the Project are in accordance with VDOT's Approved ESC and SWM Standards and Specifications. Before implementing any ESC or post construction SWM measures not included in VDOT's approved ESC and SWM Standards and Specifications, a variance or exception respectively must be requested using form LD-448 or LD-440 through the District Drainage Engineer in accordance with the latest versions of the VDOT Drainage Manual, IIM-LD-195, IIM-LD-251, and IIM-LD-227.

The Design-Builder shall complete and submit the ESC and SWM Plan Certification form (LD-445C) to the VDOT Project Manager. The Design-Builder shall provide VDOT two (2) paper and two (2) electronic copies each on CD of the final ESC Plan and Narrative, P2 Plan and post construction SWM Plan incorporating all calculations, analysis, documentation and evaluations required. The ESC Narrative shall specifically include calculations (with supporting data) documenting that the design meets the water quantity requirements for downstream channel flood protection utilizing **Part IIB** technical requirements in the ESC Law and Regulations, and the VSMA and VSMP Regulation, as appropriate.

The Project requires coverage under the General Virginia Pollutant Discharge Elimination System (VPDES) Permit for Discharge of stormwater from Construction Activities (VPDES Construction Permit). The Design-Builder is responsible for providing to the Department the necessary information for VDOT to secure permit coverage for the Project. The permit fee will be paid by VDOT and it shall not be included in the Offeror's Price Proposal. The Design-Builder shall complete the applicable sections of the VPDES Construction Permit Registration form (LD-445), the VPDES Construction Permit Contact Information (LD-445A) along with the completed ESC and SWM Plan Certification form (LD-445C) and submit them 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 VPDES Construction

Permit in accordance with VDOT's guidelines as outlined in the latest version of IIM-LD-242. If any information submitted by the Design-Builder is found to be incomplete and/or unacceptable, the assembly will be returned to the Design-Builder for corrective action and resubmission.

For a project that is to be constructed in its entirety (not in phases), the application for permit coverage shall include the total proposed Land Disturbance Area and the total Land Development Area, including any off-site facilities in the VDOT right of way, for the overall project. The Design-Builder shall submit a SWPPP (including a complete ESC Plan, SWM Plan, and P2 plan) for the entire project, for review and approval with the initial application for permit coverage.

Where a project will be constructed in phases, the application for permit coverage shall include the total proposed Land Disturbance Area and the total Land Development Area, including any off-site facilities in the VDOT right of way, for the entire project. A preliminary submission from the Design-Builder shall be submitted to include a SWPPP (including a complete ESC Plan, SWM Plan, and P2 plan) for the entire project, for review and approval with the initial application for permit coverage. The Design-Builder shall submit a SWPPP (including a ESC Plan, a SWM Plan, and P2 Plan) subsequently for each phase that includes the scope and extent of land disturbing proposed for that phase. The SWPPP for the initial phase shall be submitted with the application for permit coverage. It is expected that the individual phase submittals will be self-sustaining and not incur a deficit in post construction SWM design requirements requiring mitigation on successive phases. Subsequent work phase submittals shall include the required modifications to the Land Disturbance Area based upon the proposed scope and extent of land disturbing activities for that phase; however, these modifications, in total, shall not exceed the submitted total Land Development Area for the entire project.

The Design-Builder shall not proceed with work to be covered by the permit until permit coverage is secured and the VDOT Project Manager releases the work in writing. Any request for an exception from the technical criteria of the VSMP regulation shall be coordinated and approved prior to receiving permit coverage. It is noted that permit coverage, and subsequent release of work, can take up to ninety (90) days from the time that the Design-Builder submits a request for coverage that includes all required information. This represents a hold point in the Design-Builder's CPM Schedule. Design-Builder shall provide a completed SWPPP Certification form (LD-455E) before commencement of any land disturbing activity and shall complete and include the SWPPP General Information Sheets in the plan assembly per the latest version of IIM-LD-246. The SWPPP Certification form (LD-455E) and SWPPP General Information Sheets shall be updated with each work segment submittal as necessary.

The Design-Builder shall be responsible for compliance with construction-related permit conditions and shall assume all obligations and costs incurred by complying with the terms and conditions of the permit. Any fines associated with permit or regulatory violations shall be the responsibility of the Design-Builder. Upon completion of the entire regulated land disturbing activity (including final stabilization of all disturbed areas), the Design-Builder shall provide updated/revised Permanent Best Management Practice (BMP) information in Section VI of the SWPPP General Information Sheets for each post construction BMP placed into service on the



Project, complete the VPDES Construction Permit Termination Notice form (LD-445D) and submit both documents to the VDOT Project Manager for processing. The Design-Builder shall also have on-site during any land disturbing operations an individual or individuals holding a VDEQ Inspector Certification, a VDEQ Responsible Land Disturber (RLD) Certification and a VDOT Erosion and Sediment Control Contractor Certification (ESCCC) to ensure compliance with all VDEQ and VDOT erosion and sediment control plan implementation requirements. It shall be the responsibility of the Design-Builder's certified ESCCC representative and the Design-Builder's VDEQ certified ESC Inspector to monitor Project compliance with the approved SWPPP. The Design-Builder team shall include a VDEQ certified ESC Inspector and a VDEQ certified SWM Inspector, both representing the Quality Assurance firm for the Project. All erosion and sediment control measures, as well as temporary and permanent stormwater management features shall be inspected at regular intervals by the Design-Builder's certified ESCCC representative, VDEQ certified ESC Inspector, and VDEQ certified SWM Inspector. These inspections shall be carried out in accordance with the *Minimum Requirements for Quality Assurance and Quality Control on Design-Build Projects and Public-Private Transportation Act Projects* manual and Part 5 Section 107.16(e) as amended in Exhibit 1 to Part 3. The inspections shall be documented and certified by both the Design-Builder's ESCCC representative, VDEQ certified ESC Inspector, and VDEQ certified SWM Inspector on the Construction Runoff Control Inspection Form (C-107 Part I).

### 2.7.3 Post-Construction Stormwater Management Facilities

The Design-Builder shall be responsible for the design and construction of stormwater management facilities as required for the Project in accordance with IIM-LD-195, and the other standards and reference documents listed in Part 2, Section 2.1 including the Virginia Stormwater Management Act and the Virginia Stormwater Management Program (VSMP) Regulation, and shall comply with the minimum geotechnical requirements contained therein. This Project is non-linear hence the design shall comply with ~~9VAC25-870-98 Flooding of the VSMP Regulation. "The 10-year post-developed peak rate of runoff from the development site shall not exceed the 10-year pre-developed peak rate of runoff."~~[9VAC25-870-66-Water Quantity, Section C.](#)

VDOT has identified potential locations for post construction stormwater management facilities as part of the RFP Conceptual Plans. These locations are preliminary; however, and have not been fully evaluated to determine if they are suitable, feasible or sufficient to address all of the stormwater management requirements of the project. The Design-Builder, as part of their final design, shall evaluate these locations, and if found acceptable, develop a final post construction stormwater management plan. If any of the locations are found to be unacceptable, the Design-Builder must identify other acceptable location(s) to meet the post construction stormwater management requirements of the Project.

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 Record (As-Built) Plans.

The Design-Builder shall provide As-Built drawings of all post-construction storm water management facilities located on the Project. The As-Built drawings shall show the actual finished ground contours, outlet structure dimensions and elevations, entrance grading and all applicable details originally shown in the design plans as they exist at the completion of the Project. These drawings shall be signed and sealed by a Professional Engineer or Land Surveyor registered in the State of Virginia. A minimum of two benchmarks shall be provided for each BMP in the form of a Commonwealth of Virginia Survey Control Mark (3.25" aluminum disc mounted on top of a #5 bar set in concrete).

VDOT completed a preliminary stormwater management analysis for the Project. The estimated post construction phosphorus reduction requirement for the Project is 5.94 lbs/year. The RFP Conceptual Plans account for some phosphorous removal on-site. VDOT [has purchased](#) 4.78 lbs of phosphorous loading nutrient credits, [the Affidavit of Sale is provided in the RFP Information Package](#).

The Design-Builder may elect to purchase additional nutrient credits, if necessary upon validation of the final stormwater management design, in accordance with IIM-LD-251 to satisfy the post-construction water quality requirements for the Project. It is the responsibility of the Offeror to investigate the feasibility and availability of nutrient credits and as such their purchase shall be at their risk. All costs associated with the purchase of the nutrient credits shall be included in the Offeror's Price Proposal. The use of such nutrient credits shall be identified in the Design-Builder's SWPPP, including documentation of the evaluation process as described in IM-LD-251. Where the Design-Builder elects to purchase nutrient credits, the Design-Builder shall complete Attachment 2.7.3, the Nutrient Credit Assignment Agreement and shall submit the agreement to VDOT for execution. The agreement is to be used for the transfer of the ownership of nutrient credits from the purchaser to VDOT. The agreement is to be completed with the appropriate project specific information and a copy of the bill of sale between the Nutrient Credit Bank and the purchaser is to be attached as Exhibit A. A copy of the executed agreement is to be included with the BMP information submitted with the VDPEs Construction Permit Termination form LD-445D.

#### **2.7.4 Other Drainage Requirements**

All drainage facilities (existing and newly constructed) located within the Project limits that are disturbed or extended as a part of the project and are functional elements of the final design shall be rendered in a serviceable condition, free from debris and physical obstructions. Accumulated debris resulting from project construction activities shall be removed by the Design-Builder, as such maintaining the original line and grade, hydraulic capacity or construction of the facility prior to the final acceptance of the Project.

#### **2.8 Traffic Control Devices**

The Project shall include all Traffic Control Devices (TCD), including temporary and permanent installation of the following: signage and pavement markings. All TCD designed and installed under the Project shall be in accordance with standards and references in Part 2, Section 2.1. The Signing and Pavement Marking Plans, Transportation Management Plan (TMP),



including Temporary Traffic Control/ Public Information and Traffic Operations Plans are required from the Design-Builder for final approval by VDOT and shall be included as a planned work package. The Design-Builder shall comply with the Special Provision for Personnel Requirements for Work Zone Traffic Control and the Special Provision for Work Zone Traffic Control Management, Design-Build Projects (both of which are included in the RFP Information Package).

### **2.8.1 Signs**

The Design-Builder shall be responsible for modifications to existing signs and sign structures, and furnishing and installing all required new temporary and permanent signs and structures. Any signing on adjacent roadways beyond the Project limits that require relocation, replacement, or modification due to the proposed design shall be the responsibility of the Design-Builder. The final lines of sight and sight distances must be considered in the placement of all Project signage.

The Design-Builder shall design and install a total of four ground-mounted wayfinding signs along Route 15 (in the northbound direction: one south of Route 55 and one closer to Heathcote Boulevard, and in southbound direction: one north of Old Carolina Road/Stepping Stone Drive and one closer to Heathcote Boulevard).

The Design-Builder shall design and install ground-mounted Park & Ride regulatory and guide signs, including but not limited to: prohibition of sales of goods or services signs, bicycle locker signs, “Park in Designated Spaces Only” signs, “No Parking” signs, “No Parking Beyond This Point” at the turnaround area, and an entrance sign with lot name.

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

All signs and sign structures to be removed during the construction of the Project shall be disposed of by the Design-Builder. Temporary relocation of signs may be necessary as part of this Project and it is the responsibility of the Design-Builder to perform all the required sign relocations.

#### **2.8.1.1 Signing Plan Requirements**

The signing plans shall be prepared at a one (1) inch = fifty (50) feet scale when plotted full size at thirty-five (35) inches by twenty-three (23) inches. The signing plans shall show the proposed sign message, 2009 MUTCD or 2011 Virginia Supplement to the 2009 MUTCD sign designation (if applicable), size and location of all signs. The structure type used for mounting sign shall be noted on the signing plans. These signing plans shall show the location and messages of all existing signs. All existing sign removals and relocations shall be shown on the signing plans. The signing plans also shall include the location and type of delineation devices (including pavement markings and pavement messages/arrows).

### **2.8.1.2 Design of Sign Panels and Locations**

Proposed and replaced sign panels shall be in accordance with the 2016 VDOT Road and Bridge Specifications and other references in Part 2, Section 2.1. Overhead sign structures shall be located, designed, fabricated, and constructed in accordance with applicable standards and specifications. The Design-Builder shall coordinate all sign locations with all proposed and existing signing, landscaping, fencing, signals, utility, drainage, and all other roadside features to assure proper clearances and adequate sight distances. Sign sizes shall adhere to the latest edition of the FHWA Standard Highways Signs Book, the current edition of the 2009 MUTCD, the 2011 Virginia Supplement to the 2009 MUTCD, and all applicable Traffic Engineering Division Numbered memoranda. All Advance Guide Signs shall be mounted on overhead sign structures; Supplemental Guide Signs may be ground mounted. No guide signs shall be mounted on bridges.

The Design-Builder shall use Standard VDOT sign structures for new and relocated VDOT owned signs. Ground-mounted VDOT sign structures shall use Standard SSP-VIA or SSP-VA structures, unless otherwise approved by VDOT. For all non-standard signs, the Design-Builder shall use GUIDSIGN software to design the sign panels. The Design-Builder shall utilize the current edition of the MUTCD, 2011 Virginia Supplement to the 2009 MUTCD, the FHWA's Standard Highway Signs including Pavement Markings and Standard Alphabets to design all non-standard signs that do not have a MUTCD or VDOT standard sign designation. The Clearview font shall only be utilized for all positive contrast guide signs in accordance with the 2011 Virginia Supplement to the 2009 MUTCD and applicable Traffic Engineering Division Numbered Memoranda.

### **2.8.2 Pavement Markings**

The Design-Builder shall include all required pavement markings and messages and symbols. Pavement markings shall conform to the requirements of the 2009 MUTCD, the 2011 Virginia Supplement to the 2009 MUTCD, and the 2016 Road and Bridge Specifications. All pavement marking plans shall be in accordance with VDOT Traffic Engineering Design Manual, dated 2011.

All existing pavement marking and markers that do not conform to the final permanent traffic patterns shall be removed via proper eradication in accordance with the 2016 VDOT Road and Bridge Specifications.

### **2.8.3 Project Lighting**

The Design-Builder shall be responsible for all work necessary to design and construct lighting systems for the on this project. Lighting systems shall be provided in the following locations:

- At the entrance to the Park & Ride Lot at Heathcote Boulevard, and

- Throughout the commuter Park & Ride lot.

The lighting at the intersection of the access road and Heathcote Boulevard shall be on separate power supply or connected to an existing power supply such that the County is responsible for the maintenance and associated monthly fees. The Design-Builder shall be required to coordinate with Prince William County to satisfy any roadway lighting requirements deemed necessary by the County at the Heathcote Intersection. The lighting for the entrance at Heathcote Boulevard shall be installed and maintained by NOVEC. VDOT will not share any monetary responsibility towards the maintenance or associated monthly fees for the intersection lighting.

The lighting for the Park & Ride lot shall be LED and designed to meet VDOT requirements for lighting. The lamp posts and fixtures shall be selected by the Design-Builder, with input from VDOT, from those readily available through Dominion Energy. The lighting for the Park & Ride lot shall be maintained by Dominion Energy, with VDOT assuming monthly fees.

All project lighting shall be installed and in working order prior to opening of the Park & Ride facility.

The lighting system shall be designed in accordance with VDOT's Traffic Engineering Design Manual, Guides and Informational Instructions as well as the American National Standard Practice for Roadway Lighting publication (IES RP-8-14) prepared by the American National Standards Institute (ANSI) and the Illuminating Engineering Society of North America (IESNA). The lighting design shall meet the Illuminance and the Luminance criteria and the Design-Builder shall submit for VDOT's approval Point-to-Point lighting calculations and analysis of the complete lighting system, using VDOT's standard computer lighting software AGI32, or an equally capable software. The Park & Ride lot lighting may be configured and/or arranged in such a manner so as to illuminate the entire Park & Ride lot including kiss-and-ride area, the bus loop, and bus shelter areas. All ground mounted lighting standards shall be furnished with manufacturer's transformer bases and all light poles located inside the clear zone limits must be fixed with a breakaway base. For maintenance purposes, the maximum pole luminaire mounting height shall be limited to 45 feet. Luminaries shall be LED unless otherwise approved by VDOT. The lighting system shall be constructed in accordance with the current edition of VDOT's Road and Bridge specifications and requirements of the National Electric Code. The lighting system will require Equipment Grounding Conductors, sized to match the largest feeder conductor cable, in non-metallic conduits in accordance with Article 250 of the National Electric Code. All conductor cables shall be installed in conduit and junction boxes and no direct burial cable will be permitted. The smallest wire size allowed in any feeder or branch circuit is # 8 AWG. The Design-Builder shall submit voltage drop calculations for the entire lighting system which shall not exceed 3%. The Design-Builder shall be responsible for coordinating with local electric utility company to provide service drop(s) for the lighting system.

#### **2.8.4 Parking Management System**

The Design-Builder shall provide suitable infrastructure and equipment to provide real-time information about parking space availability through an established data management system that will collect, standardize, verify and distribute the information. This shall include sensors in the pavement to maintain the accurate count of vehicles entering and leaving the Park & Ride lot.

The Design-Builder shall design and install devices to provide occupancy and utilization data for general purpose (GP) spaces, ~~and~~ ADA spaces, and kiss-and-ride areas; loop detectors shall be used at entrances and exits to determine occupancy of GP spaces while individual space monitoring will be required to determine occupancy of ADA spaces and kiss-and-ride areas. Example individual parking occupancy detection technologies include in-ground sensors (e.g. magnetic, radar, quad-technology, loop) and out-of-ground sensors (e.g. radar, video).

Alternately, the Design-Builder may adjust the RFP Conceptual Plans to separate kiss-and-ride and ADA parking access from the general parking access in order to avoid the requirement to count kiss-and-ride and ADA spaces.

The Design-Builder shall be responsible for applying systems engineering process, designing, furnishing, installing, and maintaining the full parking management system until Final Acceptance, integration, testing, documentation, and final submission of As-Built plans for the ITS infrastructure components. ITS design and all related components of the Parking Management System shall be in accordance with the VDOT 2016 Road & Bridge Specifications and other references in Section 2.1.1. The Parking Management System shall include, but is not limited to, entrance/exit, ADA and kiss-and-ride individual space counting technology, closed ~~caption~~ circuit television camera (CCTV), a Dedicated Dynamic Message Signs (DDMS), entrance delineator, surge protector, fiber connection to VDOT's existing fiber network on I-66, field Ethernet switch, junction box(es), cabinet, and power. The DDMS shall be located on the north side of the Access Roadway at approximate Station 103+50.

The Design-Builder shall validate the parking space counting data and demonstrate to the Department for review via a private URL prior to Final Acceptance. The Design-Builder shall provide an integrated data stream (GP spaces and ADA spaces) for assessment and subsequent use by VDOT's Advanced Transportation Management System (ATMS) contractor, Q-free, to integrate into VDOT's ATMS for parking information dissemination. The Design-Builder shall provide an integrated data stream to VDOT's Data Warehouse that will be used by VDOT's 511 contractor, Iteris, and other private sectors for disseminating the information to the general public.

The Design-Builder shall install delineators at the non-bus entrance and exit to allow for a minimum of 20 feet of vehicle travel in the detection zone before the turning movement for the purpose of improving counting accuracy.

The Design-Builder shall install a combination static/dynamic message sign at the entrance to the Park & Ride Lot, with a static message (including parking symbols for GP and ADA) and two dynamic message signs of sufficient size to show the available parking spaces for each respective type of parking. The two, one-line, DMS units shall each be mounted on the

static sign panel and provide for messages up to six characters in length (displayed messages: the number of available spaces – GP or ADA, or “open”, or “closed”, or “full”).

The Design-Building shall install at least one CCTV camera on an independent pole that provides the full view of the general and ADA parking spaces.

The Design-Builder shall design, install, coordinate with utility providers, pay for new service, test, energize, document, submit As-Built Plans, maintain and compensate the utility company for power consumption until Final Acceptance for electric system for this Project. Use of a solar solution as a permanent power source will not be permitted for this Project.

The Design-Builder shall be responsible for all infrastructure components, including dedicated fiber, new fiber extensions that connect to Department’s existing fiber network on I-66, installed and/or modified by the Project until Final Acceptance by VDOT. The fiber connection shall be made at the camera cabinet located near the on-ramp to I-66 eastbound from Route 15. This location is shown on Sheet 40(3) of the I-66 Widening Design-Build Project (UPC# 93577, Project # 0066-076-003, P101, R201, C501, B675, B674). The ITS Plans from this project have been added to the RFP Information Package. The conduit shall be tied in at the manhole just east of and in very close proximity to the cabinet. The Design-Builder shall avoid and minimize disruption to the existing ITS network. The additions and connection to the fiber ITS communications network and interface shall seamlessly reside and be fully interoperable with the legacy network. The Design-Builder shall furnish and install edge Ethernet communication switch manufactured by MOXA Model EDS 510A 3SFP-T or similar units from this model family that uses the MOXA Turbo Ring and Turbo Chain, self-healing Ethernet technology. VDOT is currently pursuing a certification VDOT received concurrence from FHWA through Public Interest Finding (PIF) to use the MOXA switch to match existing communication network equipment currently in use in Northern Virginia in order to minimize potential conflict. A copy of the certification will be provided to the Design-Builder prior to award. Copy of the Public Interest Finding is included in the RFP Information Package.

The Design-Builder shall submit the proposed equipment and technology plan for VDOT review and approval prior to furnishing and installing the technology. The Design-Builder shall be responsible for providing communication protocols for all devices and equipment, being constructed by this Project, to VDOT’s ATMS software provider, Q-Free. Q-Free is responsible for integrating field device to VDOT-provided ATMS and Parking Guidance System (PGS) located at a facility provided by Q-Free. The Design-Builder shall coordinate with Q-Free and Iteris regarding the device integration and connectivity of data transfer. The Design-Builder will not be responsible for ATMS and PGS software testing. The software testing will be performed by VDOT’s software providers. The software testing will be performed at times mutually agreed upon by all parties: Design-Builder, VDOT, VDOT software providers, Q-Free and Iteris. All stand alone, system operation, and acceptance testing will be conducted with Design-Builder supplied software.

Any questions related to coordination with Q-Free or Iteris should be directed to the following VDOT personnel during the proposal development to determine the compatibility and ease of integration of individual space counting technology:



- The primary point of contact for VDOT’s ATMS is Mr. Ken Earnest, P.E., VDOT Central Office Operations at 804-786-9743.
- The primary point of contact for VDOT’s 511 system is Mr. Scott Cowherd, VDOT Central Office Operations at 804-786-2451.

Inspection, integration, and testing involve a three-tier sequential process that consists of Stand Alone functionality, System Operation, and Acceptance Testing as defined herein. Stand Alone Testing requires field acceptance at device, cabinet, communication hub and Traffic Management Center (TMC) levels in order to proceed to System Operational Testing. This Stand Alone Testing shall successfully demonstrate that users at the TMC can fully control all aspects of the ATMS before the Design-Builder can commence Acceptance Testing. The Design-Builder shall make arrangements for the witnessing of tests by VDOT staff or representatives by sending notification seven (7) days prior to scheduled test. The Design-Builder shall furnish and install a test workstation running vendor-supplied software at MPSTOC. The Design-Builder shall be responsible for installing, configuring, testing and integrating all field equipment to the test workstation. The Design-Builder must demonstrate that all devices function as specified.

The Design-Builder shall be responsible for establishing and executing a plan for inspecting, integrating, and testing of all infrastructure and device components furnished and installed by the Project. The QAM shall be responsible for ensuring that the inspection, integration, and testing plan established by the Design-Builder and approved by VDOT is properly executed, variances are reported and corrective actions are made.

The Design-Builder shall supply written test procedures for VDOT approval a minimum of thirty (30) days before testing can be started. The Design-Builder shall submit reports for all testing levels to verify procedures followed, results recorded, timetable, and action required. The testing report shall include relevant information, such as calibration data of all test equipment, charts, graphs, evidence, photographs, failure analysis, corrective action, traceability and audit trail, with certification signature of both Design-Build Project Manager and QAM.

The Design-Builder shall perform Acceptance Testing over a sixty (60) consecutive day period under real-world operation conditions without system failure prior to acceptance by VDOT (i.e., open Park & Ride lot to traffic and test Parking Management System live). The system shall not lockup, fail, or crash due to use, operator entry of data, or equipment malfunction during the 60 days. Operators will record any deficiency as it occurs and VDOT may employ a third-party to inspect the system and record any deficiencies. Any system failure of Design-Builder supplied equipment or discovery of deficiency that causes a system failure shall be cause to halt and repeat Acceptance Testing in its entirety for another full 60-day period after correction of problem. The Design-Builder shall take this into consideration in the development of the Baseline Schedule, so as to ensure testing is complete and system accepted by Final Completion.



During Acceptance Testing, the Design-Builder shall respond to any issues within four (4) hours of notification from VDOT. All repairs shall be completed within 48 hours, with the exception of communication failures that shall be completed within 24 hours.

The Design-Builder shall provide manufacturer’s warranties on all furnished equipment for material and workmanship that are customarily issued by the equipment manufacturer. The manufacturer’s warranty period shall commence from successful completion of the field acceptance testing.

The Design-Builder shall provide documentation and training for the installation, operation, and maintenance of the ITS equipment constructed by the Project. Training shall include all infrastructure components, device components, and network component.

## **2.9 Transportation Management Plan**

The Design-Builder shall prepare a Transportation Management Plan (TMP) in accordance with I&IM-241/TE-351 for Type “A” Projects (Project Management Project Category I & II) for all proposed work associated with the Project. The TMP shall be reviewed and approved by a member of the Design-Build team who is ATTSA or VDOT Certified in Advanced Work Zone Traffic Control prior to submittal to VDOT. Proof of that review along with a copy of the Certification shall be included in the TMP submittal to VDOT. VDOT retains the right to review and provide comments, if needed, to be addressed by the Design-Builder. The TMP shall document how traffic shall be managed during the construction of the Project. The Design-Builder shall coordinate all work in accordance with the TMP. The phases in the Design-Builder’s sequence of construction shall be followed unless the Design-Builder submits and secures VDOT approval for a sequence which will both expedite construction while lessening the effect of such construction upon the traveling public. The TMP shall incorporate and address the elements provided in Part 2, Section 2.9.

### **2.9.1 Maintenance of Traffic**

The Design-Builder’s TMP shall include a Maintenance of Traffic (MOT) Plan, , detailing all phases of work, proposed lane closures, maintenance of traffic through the work area, and all construction accesses for approval by VDOT’s Project Manager. This plan shall address safe and efficient operation of adjacent public transportation facilities and State Highways, include coordination with local agencies and other contractors performing work in the vicinity of Heathcote Boulevard, and reflect the noted Scope of Work and all applicable VDOT Standards and Specifications regarding time of work. All users must be addressed and accommodated in the TMP, including pedestrians, bicyclists, transit vehicles, and other motorists. The TMP shall also accommodate safe and efficient snow removal operations and ensure proper drainage during all phases of construction. Access must be maintained to all businesses, residential communities, and private entrances at all times.

If additional traffic counts are required, it will be the responsibility of the Design-Builder to collect such data.

The minimum allowable travel lane widths during construction shall be eleven (11) feet. At locations where Traffic Barrier Service Concrete or Group II Channelizing Devices are used, a minimum width of one (1) foot shall be provided between the travel lane and the Traffic Barrier Service or Group II Channelizing devices.

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

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

If Traffic Barrier Service Concrete (TBSC) is warranted based on the criteria for determining the application of barrier per the 2011 Work Area Protection Manual (with revisions through April 2015) and a completed Engineering and Traffic Investigation-Work Zone Channelization/Barrier Analysis, the guidelines provided in the Roadway Design Manual and IIM-LD-93.16 shall be utilized.

## 2.9.2 Lane and Road Closure Restrictions

VDOT acknowledges that temporary lane closures may occasionally be required. Offeror’s Technical and Price Proposals shall be developed to meet the lane closure restrictions specified in this section. Neither long-term detours nor full roadway closures will be permitted for this Project.

Lane closures shall be detailed in the Design-Builder’s Transportation Management Plan. Anticipated and proposed temporary lane closures shall be reviewed and approved by VDOT. The Design-Builder shall restore all lanes of traffic per the times specified in this section. Restoration of traffic shall mean the completion of all construction work, the removal of all traffic control devices, signs, workers, materials, and equipment from the roadway.

Single-Lane Closures*					
ARTERIAL	WEEKDAY		WEEKEND		
	Monday to Thursday	Friday	Friday to Saturday	Saturday to Sunday	Sunday to Monday
Route 15	9:30AM to 3:00PM	9:30AM to 2:00 PM	10:00PM to 9:00AM	10:00PM to 8:00AM	10:00PM to 5:00AM
	10:00PM to 5:00AM				
Heathcote Boulevard (Route 2502)	9:30AM to 3:00PM	9:30AM to 2:00 PM	10:00PM to 9:00AM	10:00PM to 8:00AM	10:00PM to 5:00AM
	10:00PM to 5:00AM				

\*Single-lane closures only permitted for multiple-lane roadways.

These allowable hours shall be applicable to both stationary and mobile lane closures. VDOT will consider changes to the allowable lane closure hours only if the Design-Builder can demonstrate why the proposed work cannot be completed within the contract allowable lane closure hours. All requests shall include an assessment of the work zone traffic impacts using a

sketch planning traffic analysis tool and/or an operational level traffic analysis software program as appropriate for approval by VDOT at least 30 days prior to the operation impacting the lanes.

In addition to the work restrictions for Holidays in Part 5, Section 108.02 (Limitation of Operations), the following holidays and events shall be subject to same restrictions:

- **Martin Luther King Jr. Day** and **Lee Jackson Day**: As indicated below\*.
- **President’s Day**: As indicated below\*.
- **Inauguration Day**: From Noon on the preceding day until Noon on the following day, except as indicated below\*.
- **Easter**: As indicated below\*.
- **September 11<sup>th</sup>**: From Noon on the preceding day until Noon on the following day, except as indicated below\*.
- **Columbus Day**: As indicated below\*.
- **Election Day**: From Noon on the preceding day until Noon on the following day, except as indicated below\*.
- **Veteran’s Day**: From Noon on the preceding day until Noon on the following day, except as indicated below\*.

**If the Holiday occurs on a Friday or Saturday**: From Noon on the preceding Thursday to Noon on the following Monday.

**If the Holiday occurs on a Sunday or Monday**: From Noon on the preceding Friday to Noon on the following Tuesday.

\*Note: For low volume roadways (minor arterial) no lane closure is allowed during the holidays, but no restriction to the preceding day and the following day.

Local events for which the Town of Haymarket closes Route 55 (Washington Street) to through traffic and detours traffic to Route 15 and Heathcote Boulevard include, but are not limited to, the following:

- **Haymarket Earth Day** – Saturday, April 22, 2017
- **Haymarket Health & Fitness Day** – Saturday, June 10, 2017
- **Haymarket Day** – Saturday, September 16, 2017
- **Haymarket Holiday Celebration** – Saturday, December 2, 2017

The Design/Builder shall not impose lane closures that would affect such rerouting of traffic around the Town of Haymarket on these special event dates. For future dates of these events, please refer to the “Calendar” link on the Town’s website: <http://www.townofhaymarket.org/>.

The Design-Builder shall submit all lane closure requests to the VDOT Northern Virginia TOC via the Lane Closure Advisory Management System (LCAMS) and VDOT Project Manager for coordination purposes (for determination of conflicts with other projects, for instance) no later than close of business Wednesday the week prior to closure, stating the location, purpose, date, time, and duration of the closure. The Design-Builder shall confirm at least twenty-four (24) hours before any scheduled lane closure and shall include a written reiteration of the proposed tasks and a listing of materials, labor, and equipment to be utilized, in order for TOC to post the information on the VDOT website and VA511 system. The Design-Builder shall contact the Northern Virginia TOC directly 15-45 minutes prior to executing all lane closures and once work has been completed and all closures have been removed (i.e., at first cone down and at last cone up).

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

If the Design-Builder is unable to remove the lane closure by the stipulated time, the Design-Builder will not be allowed further lane closures until the reasons for the failure are evaluated and the Design-Builder can provide assurance that the causes have been corrected. A formal submission as to the reasons for the failure to restore traffic lanes within the contract lane closure restrictions and the proposed corrective measures is to be provided to the VDOT Construction Manager within two (2) days of the occurrence. VDOT will respond to the adequacy of the submission within two (2) working days of receipt. No consideration for extension of time and no additional compensation will be granted for these days.

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

## **2.10 Public Involvement / Public Relations**

The Design-Builder shall be responsible for developing and providing information that is suitable for sharing with the Public, as well as conducting meetings as described below.

The Design-Builder shall provide a point of contact and phone number for the public to use to request information or express concerns during the Project development and delivery. All written information to be released to the public shall be approved by VDOT.

During the design phase, the Design-Builder shall:

- Provide copies of preliminary design of the Park & Ride Lot and access road to the Town of Haymarket's Town Council and Prince William County Department of Transportation prior to sharing such design with the public. The Design-Builder shall

be prepared to attend a meeting with the Town and/or County to discuss the details of the design as proposed.

- Conduct one (1) Public Information Meeting with affected stakeholders to present the design, anticipated construction schedule, anticipated impacts to the surrounding community, and to answer any questions. A list of affected stakeholders (including, but not limited to, community associations, schools, churches, business owners, police, fire & rescue, school bus transportation, transit operators) shall be developed by the Design-Builder and submitted to VDOT for acceptance prior to advertising the meeting. All stakeholders shall be invited to the meeting.
- Conduct other informal public meetings, at the request of VDOT or other stakeholders. Materials suitable for presentation to the public, including PowerPoint presentations, or static displays, shall be drafted and presented to VDOT for review and approval prior to the meeting(s).
- Concurrent with the first plan submittal and at intervals deemed necessary by the VDOT (at a minimum, quarterly), provide to VDOT's Project Manager 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 and progress, any significant changes that affect the public, potential impacts to traffic on all roadways within the project limits, up-to-date Project photos, and contact information.

During the Construction Phase, the Design-Builder shall:

- Provide information to the VDOT Project Manager regarding Traffic Alerts whenever there are new impacts to motorists. All information for Traffic Alerts must be submitted at least one week in advance of the traffic impact. If the impact is major (changes or additional lane closures that are anticipated to cause traffic delays that exceed existing conditions), VDOT must be notified one month in advance.
- Maintain a log or database of questions, complaints, and/or comments received from stakeholders and the public either via public outreach efforts or direct contact, along with dates received, responses generated, and how the issues or concerns are addressed. If appropriate, this list of questions and responses will be posted on VDOT's website.
- Provide to VDOT's Project Manager an emergency contact list of Project personnel and response plan to respond to any onsite emergency, including any work zone incidents in accordance with I&IMLD-241.

Conceptual design has been developed and was made available for public review. A Posting of Willingness was advertised on January 11-13, 2017 and again on January 18-20, 2017. No request was received for a Public Hearing. The major design features of the Project

were approved by the Assistant State Location & Design Engineer on June 16, 2017. Any public meetings held shall be conducted in accordance with the VDOT Policy Manual for Public Participation in Transportation Projects.

## 2.11 Right of Way

The procedures and requirements related to Right of Way for this Project shall be in accordance with the Right of Way Manual of Instructions, 3rd Edition, FHWA Update January 1, 2016, Chapter 10 (Special Projects Section), including Attachment 2 to Chapter 10 (Right of Way Contract Provisions for Design Build Contracts).

Parcel 003 was acquired as residue Parcels 012, 013, and 014 (and designated in the Property Management inventory as such) under State Project Number 0066-076-074, C501 (UPC 100566). The Design-Builder's Right of Way Plans shall show the Parcel 003 as Proposed Right of Way. ~~Once the design is Right of Way Plans are approved by the Commonwealth Transportation Board (CTB), the residue parcels (Parcel 003) will be converted to right of way. Upon design approval by the CTB, the Design-Builder shall remove the interior Property Lines and show from Parcel 003 as existing right of way on subsequent submissions. Notice of CTB approval shall be provided to VDOT's State Right of Way Manager for Special Projects, such that the residues can be removed from the Property Management inventory.~~

## 2.12 Utilities

All efforts and costs necessary for all utility designations, utility locates (test holes), conflict evaluations, cost responsibility determination, utility relocation designs, utility relocations and adjustments, utility reimbursements, replacement land rights acquisition and utility coordination shall be included in the Offeror's Price Proposal; provided, however, that the compensation paid to landowners for replacement land rights will be paid by VDOT as a part of the right of way acquisition costs and shall **NOT** be included in the Offeror's Price Proposal. Costs for any utility betterment(s) shall **NOT** be included in the Offeror's Price Proposal but shall be reimbursed to the Design-Builder through agreement with the requesting utility owner.

Utility information provided on the RFP Conceptual Plans identifies all known utilities, at the time of plan development, that are located within the Project limits. Aerial utilities are identified on the RFP Conceptual Plans and/or in the Survey files by the structure to which they are attached; however, it is the Offeror's responsibility to verify the owner, type, size, height and number of cables attached to the structure when preparing its Price Proposal. All underground utility data was obtained and is depicted in accordance with CI/ASCE 38-02 SUE Quality Level B designation on the RFP Conceptual Plans and/or Survey files; however, it is the Offeror's responsibility to verify the owner, type, size, number of cable/conduits, pipes, services, and horizontal and vertical (depth) location of underground utilities to include service connections and laterals with the utility owners when preparing their Price Proposal.

The Design-Builder shall be responsible for all utility designations, utility locates (test holes), conflict evaluations, cost responsibility determinations, utility relocation designs, utility relocations and adjustments, utility reimbursement, replacement land rights acquisition, utility



coordination, and coordination of utility betterments required for the Project. The Design-Builder shall be responsible for all necessary utility relocations, adjustments, and betterments to occur in accordance with the accepted Baseline Schedule.

The Design-Builder shall be responsible for coordination of the Project construction with all utility owners that may be affected. The Design-Builder shall be responsible for coordinating the work of the Design-Builder, its subcontractors, and the various utilities. The Design-Builder shall initiate early coordination with all utility owners with facilities located within the Project limits. The resolution of any conflicts between utilities and the construction of the Project shall be the responsibility of the Design-Builder. No additional compensation or time will be granted for any delays, inconveniences, or damage sustained by the Design-Builder or its subcontractors due to interference from utility owners or the operation of relocating utilities or betterments.

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 identify and acquire any replacement utility easements or required right of way needs of all utilities necessary for relocation due to conflicts with the Project.

–Utility owners and their respective contact information that are known to the Department are provided below for reference only. It is the Design-Builder’s responsibility to verify whether other utility owners exist within the Project limits and coordinate with them.

**Dominion Energy**

1719 Hydraulic Road  
Charlottesville, Virginia 22906  
Ms. Debbie Coffelt – Electric T&D Projects Manager  
Mobile: (703) 999-2435  
Email: [debbie.coffelt@dom.com](mailto:debbie.coffelt@dom.com)

**Dominion Virginia Power**

~~3072 Centreville Road  
Herndon, Virginia 20171  
Mr. Nathan Slyder – Electric T&D Project Manager I  
Office: (571) 203-5150  
Mobile: (571) 926-7847  
Email: [nathaniel.b.slyder@dom.com](mailto:nathaniel.b.slyder@dom.com)~~

**Northern Virginia Electric Cooperative**

5399 Wellington Branch Drive  
Gainesville, Virginia 20155  
Mr. Randall J. Goncher – Supervisor, Distribution  
Engineering  
Office: (703) 754-6783  
Mobile: (571) 229-6108  
Email: [rgoncher@novec.com](mailto:rgoncher@novec.com)

**Verizon Virginia, LLC**

~~901 Prince Edward Street  
Fredericksburg, Virginia 22401  
David Russell – Supervisor, Network Engineering &  
Operations  
Office: (540) 368-8176  
Email: [david.a.russell@verizon.com](mailto:david.a.russell@verizon.com)~~

**Verizon South**

9401 Peabody Street  
Manassas, Virginia 20110  
Mr. William “Bill” Lacy – Project Designer / Highway  
Relocations  
Office: (703) 0369-9571  
Mobile: (540) 520-1905  
Email: [william.lacy@verizon.com](mailto:william.lacy@verizon.com)

**Comcast Cable**

5304 Kings Court  
Frederick, Maryland 21703  
Ms. Amy Goad – Construction Supervisor  
Office: (301) 625-3407

Mobile: (202) 815-9919  
Email: [amy\\_goad@comcast.com](mailto:amy_goad@comcast.com)

**Cox Communications**

~~3080 Centreville Road  
Herndon, Virginia 20171  
Frank Stidman – Supervisor, OPS Construction &  
Planning  
Office: (703) 480-5139  
Mobile: (703) 856-4598  
Email: [frank.stidman@cox.com](mailto:frank.stidman@cox.com)~~

**Fiberlight of Virginia**

~~45472 Holiday Drive, Suite 10  
Sterling, Virginia 20166  
Mr. Wayne Haithecox – Project Manager  
Mobile: (571) 421-7575  
Email: [wayne.haithecox@fiberlight.com](mailto:wayne.haithecox@fiberlight.com)~~

**Qwest Government Services, Inc.-  
A CenturyLink Company**

~~2900 Towerview Road, Suite 150  
Herndon, Virginia 20171  
Noah Dobbins, P.E. – Engineer III, Federal  
Office: (703) 464-7529  
Mobile: (571) 612-9048  
Email: [noah.dobbins@centurylink.com](mailto:noah.dobbins@centurylink.com)~~

**SummitIG**

22375 Broderick Drive, Suite 165  
Dulles, Virginia 20166  
Mr. Steve Ragland – Director of Construction  
Mobile: (804) 317-4483  
Email: [sragland@summitig.com](mailto:sragland@summitig.com)

**AT&T**

~~4800 Winchester Boulevard  
Frederick, Maryland 21703  
Mr. Gary Wigfield  
Office: (301) 874-1180  
Mobile: (301) 606-1404  
Email: [gwigfield@att.com](mailto:gwigfield@att.com)~~

**Zayo Group**

~~13861 Sunrise Valley Drive, Suite 450  
Herndon, Virginia 20171  
Brad Leatherman – Operations Project Manager  
Mobile: (703) 928-0649~~

Email: [bradley.leatherman@zayo.com](mailto:bradley.leatherman@zayo.com)

**Level 3 Communications**

44633 Guilford Drive  
Ashburn, Virginia 20147  
Boyd Williams—OSP Engineer  
Office: (703) 639-9758  
Mobile: (571) 455-2355  
Email: [boyd.williams@level3.com](mailto:boyd.williams@level3.com)

**Washington Gas**

6801 Industrial Road  
Springfield, Virginia 22154  
Thomas Fryer, P.E.—Manager, Civil Engineering &  
Support Services  
Office: (703) 750-5849  
Email: [tfryer@washgas.com](mailto:tfryer@washgas.com)

**Columbia Gas of Virginia**

4176 Bludau Drive  
Warrenton, Virginia 20187  
Mr. Christopher Scott—Associate Field Engineer  
Office: (540) 341-4544  
Mobile: (540) 680-0738  
Email: [christopherscott@nisource.com](mailto:christopherscott@nisource.com)

**Prince William County Service Authority**

4 County Complex Court  
Woodbridge, Virginia 22192  
Mr. Edward Kovalchuk – Project Engineer II  
Office: (703) 335-7944  
Email: [ekovalchuk@pwcsa.org](mailto:ekovalchuk@pwcsa.org)

The Design-Builder shall provide all utility owners 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 owners will use the Design-Builder's design plan for preparing relocation plans and estimates. If a party other than the utility owner prepares relocation plans, there shall be a concurrence box on the plans where the utility owner signs and accepts the relocation plans as shown.

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

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

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

The Design-Builder shall review all relocation plans to ensure that relocations comply with the current editions of the VDOT Utilities Manual of Instruction, the Utility Relocation Policies and Procedures and the VDOT Land Use Permit Manual. The Design-Builder shall also ensure that there are no conflicts with the proposed roadway improvements and ensure that there are no conflicts between each of the utility owner’s relocation plans. The Design-Builder shall prepare and submit to VDOT all relocation plans. The Design-Builder is expected to assemble the information included in the relocation plans in a final and complete form and in such a manner that VDOT may approve the submittals with minimal review. The Design-Builder shall meet with VDOT’s Regional Utilities Manager/Design Build Projects Utility Coordinator (or designee) within forty-five (45) days from the date of Notice to Proceed 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 utility owners shall not begin their relocation work until authorized by the Design-Builder. Each relocation plan submitted must be accompanied by a certification from the Design-Builder stating that the proposed relocation will not conflict with the proposed roadway improvement and will not conflict with another utility owner’s relocation plan.

The Design-Builder shall be responsible for ensuring that each utility owner that is subject to the requirements of Section 313 of Title 23 United States Code, MAP-21 S.1518 Buy America as described in Part 5, Exhibit 102.05(g.1) provides written certification to the Design-Builder that they are in compliance with this requirement. If the Design-Builder or its subcontractors are installing the utility relocations then the Design-Builder shall provide the certification pre-installation, along with any other Contractor installed items for the Project; if the utility owner/company is installing the utility relocation then the certification shall be provided post-installation. Compliance documentation must be furnished for the Design-Builder to be reimbursed for the Work. For any utility betterments where Project funds are being applied, the Work must meet the Buy America requirements.

At the time 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 utility owners with compensable rights or other claims related to relocation or coordination with the Project have had their facilities relocated and their claims and compensable rights satisfied or will be satisfied by the Design-Builder.

The Design-Builder shall ensure the utility owners submit As-Built drawings upon completion of their relocation and/or adjustments. VDOT will issue an as-built permit to the utility owners after receipt of the permit application and the As-Built drawings. The Design-Builder shall accurately show the final location of all utilities on the As-Built drawings for the Project in accordance with Part 2, Section 2.15.9 of the RFP.

### **2.13 Quality Assurance / Quality Control (QA/QC)**

The Design-Builder shall submit its Quality Assurance/Quality Control (QA/QC) for both design and construction to VDOT at the meeting held after the Date of Commencement as set forth in Part 4 General Conditions under Section 2.1.2. Along with the QA/QC Plan submittal,

the Design Manager and Quality Assurance Manager (QAM) shall provide a presentation of the QA/QC Plan for both design and construction utilizing Project related scenarios. Project scenarios shall include, but not be limited to:

- A walkthrough of the QC and QA process for one design phase submittal, including the names of the individuals that will be performing the design and those providing the reviews. Discuss how the QC and QA process will be documented to confirm that it was completed per the QA/QC Plan and steps that will be taken to ensure that the QC and QA reviews are independent;
- Preparatory Inspection Meeting requirements, including incorporation of at least one each, Witness and Hold Point, as set forth in Sections 5.3 and 5.14 of the Department’s guidance document for Minimum Requirements for Quality Assurance and Quality Control on Design Build and Public-Private Transportation Act Projects, January 2012 (January 2012 QA/QC Guide);
- At least one (1) material which VDOT retains responsibility for testing as identified in Table 5-2, January 2012 QA/QC Guide;
- Situation arising requiring the issuance of a Non-Conformance Report and subsequent review of the report, including completion of corrective measures and the issuance of a Notice of Correction of non-conformance work with proper log entries and proper interface with auditing and recovery requirements as set forth in Sections 5.10 and 5.11 of the January 2012 QA/QC Guide for non-conforming work resulting from:
  - defective equipment
  - construction activities/materials which fail to conform as specified;
- Inspection documentation capturing requirements as set forth in Section 5.20 and 5.21 of the January 2012 QA/QC Guide; as well as inspection of foundation and pavement subgrades that are to be performed and certified by the Design-Builder’s licensed geotechnical engineer in accordance with the Contract requirements;
- Preparation of an application for payment. Discuss the process for identifying an initiated Work Package and a completed Work Package on the application for payment, including the work element and associated documentation that is required and verified by the Quality Assurance Manager. Discuss DBE and EEO documentation that may be required prior to submitting payment applications for approval;
- Measures that will be implemented to ensure compliance with Buy America requirements on the Project.
- Detail two (2) sample entries in Materials Notebook showing completion of Form C-25, including subsequent submission and review by Department Project Manager as set forth in Section 5.21. Refer to Section 803.73 of VDOT’s Manual of Instruction for Materials Division, Form TL-142S, for an example of a completed Materials

Notebook and VDOT Materials Division Memorandum Number MD299-07 for Materials Acceptance – October 4, 2007.

- Review the Document Management System that will be utilized to track and organize project documentation. Discuss the access that various project team members will have to the system. List the documentation that will be available prior to the submission of each application of payment.

### **2.13.1 Design Management**

The Design-Builder is responsible for design quality in accordance with VDOT's Minimum Requirements for Quality Assurance and Quality Control on Design Build and Public-Private Transportation Act Projects, January 2012 (January 2012 QA/QC Guide). The Design-Builder's Design Manager shall be responsible for establishing and overseeing a QA/QC program for all pertinent disciplines involved in the design of the Project, including review of design, working plans, shop drawings, specifications, and constructability of the Project. This individual shall report directly to the Design-Builder's Project Manager, and is responsible for all of the design, inclusive of QA and QC activities. Members of the Design QA and QC team are responsible for review of all design elements to ensure the development of the plans and specifications are in accordance with the requirements of the Contract Documents. Design QA should be performed by one or more member(s) of the lead design team that are independent of the Design QC. The Project design control plan will provide VDOT assurance that the design plans and submittals will meet all contract requirements. The QAM shall verify that all design related Work Packages submitted for payment have been certified by the Design Manager as being in conformance with the Contract Documents and the Design QA/QC Plan.

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

### **2.13.2 Construction Management**

The Design-Builder shall develop, execute, and maintain a Construction QA/QC Plan for the full duration of the Contract in accordance with VDOT's January 2012 QA/QC Guide. The Design-Builder shall have the overall responsibility for both the QA and QC activities and shall be responsible for all QA activities and QA sampling and testing for all materials used and work performed on the Project. These QA functions shall be performed by an independent firm that has no involvement in the construction and QC program/activities. There shall be a clear separation between QA and construction, including separation between QA inspection and testing operations and construction QC inspection and testing operations, including testing laboratories. Two (2) independent, AMRL certified testing laboratories will be required, one for QA testing and one for QC testing.

The Quality Assurance Manager (QAM) shall have the authority to enforce the Contract requirements when deficient materials or unsatisfactory finished products fail to conform to Contract requirements. The QAM, in accordance with his/her assignment, shall be responsible to observe the construction in progress and to ensure the QA and QC testing and inspection is being



performed in accordance with the Contract requirements. The Design-Builder shall establish and maintain a Quality Assurance Auditing and Nonconformance Recovery Plan (AR Plan) for uniform reporting, controlling, correction and disposition and resolution of nonconformance (including disputed nonconforming items) issues that may arise on the Project. The Design-Builder's AR Plan shall establish a process for review and disposition of nonconforming workmanship, material, equipment or other construction and design elements of the Work including the submittal of the design review process for field changes. All deficiencies (hereinafter referred to as a Non-Conformance), including those pertaining to rules, regulations, and permit requirements, shall be documented by the QAM. A Non-Conformance Report (NCR) referenced by a unique number, shall be forwarded to the Design-Builder and VDOT within 24 hours of discovery of the Non-Conformance. Non-conformance procedures are provided in Section 5.10.5 of the January 2012 QA/QC Guide. In the event that VDOT determines that materials fail to meet the tolerances in the VDOT 2016 Road and Bridge specifications, a NCR will be issued by the VDOT Project Manager and addressed to the Design-Builder's QAM for resolution. The use of "as is" or repaired nonconforming work requires specific written approval by VDOT and may be subject to a reduced price and/ or additional warranty at the sole discretion of VDOT.

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

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

VDOT will provide plant QA and plant QC inspection and/or testing of these items. In the event that VDOT determines that materials fail to meet the tolerances in the 2016 VDOT Road and Bridge Specifications, a NCR will be issued by the VDOT Project Manager and addressed to the Design-Builder's QAM for resolution. The Design-Builder is required to submit documentation of the source of materials, including the source of each material to be incorporated into the Project and the acceptance method that will be used for the material. A VDOT Form C-25 may be used to meet this requirement; however, the Design-Builder is required to submit a VDOT Form C-25, for all materials that VDOT retains responsibility for testing. The source of materials, C-25 is for informational purposes only and will not be approved or rejected by VDOT since it is the Design-Builder's responsibility to obtain materials that meet the contractual requirements. The Design-Builder will be responsible for providing QA and QC testing of all off-site materials that are not identified above, including materials obtained from off-site soil borrow pits.

The Design-Builder's QAM shall report directly to the Design-Builder's Project Manager and be independent of the Design-Builder's physical construction operations. The QAM shall establish quantities prior to commencing construction, and provide VDOT a total number of QC, QA (Independent Assurance (IA) and Independent Verification Sampling and Testing (IVST)),

Owner's (the Department) Independent Assurance (OIA), and Owner's Independent Verification Sampling and Testing (OVST) required as a result of the quantities and the sampling and testing requirements as set forth in Table A-3 and A-4 of the January 2012 QA/QC Guide. VDOT will provide all OIA and OVST tests and, therefore, final determination of the actual number of OIA and OVST tests to be performed will be made by VDOT based on these quantities.

The QAM shall be responsible for the QA inspection and testing of all materials used and work performed on the Project to include observing the Contractor's QC activities, maintaining the Materials Notebook (including adherence to the Special Provision for Design-Build Tracking (DBT) numbers included in the RFP Information Package), documentation of all materials, sources of materials and method of verification used to demonstrate compliance with the Contract requirements. This includes all materials where QA testing is to be performed by VDOT. The QAM shall be vested with the authority and responsibility to stop any work not being performed according to the Contract requirements. The construction QA and QC inspection personnel shall perform all of the construction inspection and sampling and testing work in accordance with the Contract requirements. This includes the documentation of construction activities and acceptance of manufactured materials. The Design-Builder's Quality Assurance firm shall have a presence on-site during any and all construction operations to ensure all construction work and QC activities are being performed in accordance with the Contract requirements. The QAM shall assign a Lead QA Inspector to the Project prior to the start of construction. This individual, who must be on the site full-time for the duration of all construction of the Project, shall be responsible for verifying that all construction activities performed by the Design-Builder were done so in accordance with the Contract requirements and were observed by the quality assurance firm. This includes observation of all QC activities to ensure inspection and testing, and the observation of any approved corrective action for any non-conformities of the Work. The Lead QA Inspector shall be supported by other QA inspectors under his/her direction to ensure at any time all construction operations and QC activities are being observed. The Lead QA Inspector shall report directly to the QAM. The QAM or a QA inspector shall be certified as a VDEQ ESC Inspector. The QAM or the Quality Assurance Firm's inspector shall be responsible for certifying the Project's compliance with the SWPPP and the VPDES Construction Permit on the Construction Runoff Control Inspection Form (C-107 Part 1) as prescribed in Part 2, Section 2.7.3.

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

All construction QA and QC personnel shall hold current VDOT materials certifications for the types of materials testing that they are assigned to perform in accordance with Section 3.6 of the January 2012 QA/QC Guide, and for the safety and use of nuclear testing equipment as required by the 2016 Road and Bridge Specifications. The QA programs shall be performed

under the direction of the QAM. The QC programs shall be performed under the direction of the Construction Manager. Substitution of Construction Manager and the QAM shall require VDOT approval. In addition, VDOT shall have the right to order the removal of any construction QA and QC personnel, including the QAM and the Construction Manager for poor performance at the sole discretion of the VDOT Project Manager. The QA/QC plan shall include rapid reporting of non-compliance to the VDOT Project Manager, and shall include the remedial actions to be taken as discussed in Sections 5.10 and 5.11 of the January 2012 QA/QC Guide.

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

- Project correspondence
- Project diaries
- Test reports
- Invoices
- Materials books
- Certified survey records
- DBE/EEO records
- Warranties
- As-Built drawings
- Special tools

## **2.14 Project Documentation**

The Design-Builder shall maintain all project documentation electronically in an online location that is accessible to all personnel associated with the Project (to include contractor personnel, QC personnel, QA personnel, design personnel, right of way personnel, and VDOT personnel) at all times for the entire duration of the Project. Project personnel may have different read and write privileges as deemed appropriate by the VDOT Project Manager. The online document management filing structure for the project will follow the File Index identified in Attachment 2.14.3. For this Project, the online location shall be the project's OutsideVDOT SharePoint website. The purpose of the online document management system is for maintaining project documents; it does not replace any submission requirements, including but not limited to providing hard copies of plans, calculations, and reports, and uploading applicable documentation into VDOT's FALCON system.

To obtain access to the VDOT OutsideVDOT SharePoint site, each member of the Design-Builder's team who is responsible for uploading or editing documents on the site shall complete and submit the following forms:

- ITD-35E – External User Network Access Request Form
- ITD-36E – VDOT Information Security Agreement

Prior to submitting each monthly Application for Payment, the Design-Builder is responsible for uploading all pertinent project documentation associated with the work

performed that month onto the online document management system. This includes all applicable QC and QA daily work reports, and QC and QA test reports. DBE/EEO documentation shall be sent directly to NOVA District Civil Rights Section. Work packages will not be considered complete until all required QC and QA reports and materials documentation has been provided.

Prior to submitting the Semi-Final Application for Payment, the Design-Builder is responsible for uploading all project documentation identified in Attachment 2.14.3 onto the online document management system. Final Payment will not be processed until all applicable documentation has been provided.

## **2.15 Plan Preparation**

### **2.15.1 GEOPAK and MicroStation**

When the Design-Builder is given the Date of Commencement, they will be furnished with the following software and files which run in Windows7P or Windows10 only: GEOPAK/OpenRoads (current version used by VDOT), MicroStation (current version used by VDOT) and VDOT Standard Resources Files, and all the design files used to develop the RFP Conceptual Roadway and Bridge Plans including aerial images, if available, and survey files.

### **2.15.2 Software License Requirements**

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

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

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

### **2.15.3 Drafting Standards**

All plans shall be prepared in U.S. customary units and in accordance with the most recent version of the VDOT's Road Design Manual, Vol. I, VDOT's CADD Manual and VDOT's I&IMs and VDOT's Manual of Structure and Bridge Division – Part 2.

#### **2.15.4 Electronic Files**

The Design-Builder shall submit all plans in accordance with the VDOT's policies and procedures (Right of Way and/or Construction submittals, Released for Construction, and As-BUILTs) in electronic format using the provided CADD software. Files shall be submitted in both Microstation DGN and Adobe PDF formats, by way of VDOT's Falcon Consultant environment and in coordination with VDOT's CADD support group. The Design-Builder will complete and submit the following forms for access to the Falcon Consultant environment:

- LD-443 – Request for Access to the Location And Design Division Falcon Web Site
- ITD-36E –VDOT Information Security Agreement, and
- LD-894 – Consultant Falcon Access Request Form

VDOT will furnish electronic files of all applicable standard detail sheets upon request by Design-Builder. The files will use standard VDOT cell libraries, level structures, line types, text fonts, and naming conventions as described in the most recent version of the VDOT CADD Manual and the VDOT Manual of the Structure and Bridge Division - Part 2. Files furnished to Design-Builder in electronic format shall be returned to VDOT and removed from Design-Builder and its designer's computer equipment upon completion of this Project.

#### **2.15.5 Plan Submittals**

In addition to electronic files as described in Part 2, Section 2.15.4 above, the Design-Builder shall prepare and distribute hard copy paper plans in the quantities as specified below, for each of the following deliverables (at a minimum, as other submittals and/or work packages may be necessary or desired):

- Right of Way Plans
- Released for Construction Plans
- Right of Way and/or Construction Revisions
- Record Plans (As-Built)
- Approved Shop Drawings
- Design Calculations

The Right of Way and/or Construction plans may be submitted for approval in logical subsections (such as entrance roadway, Park & Ride lot) or consisting of work packages such as: 1) clearing and grubbing along with erosion and siltation control, 2) grading and drainage, 3) final roadway, and 4) traffic control. A submittal schedule and planned breakdown of work packages shall be submitted to VDOT for review and approval as part of the planned Project Baseline schedule.

Right of Way and/or Construction Plans shall be accompanied by 1) a VDOT LD-436 checklist filled out as appropriate for the specific submittal, and 2) a written notice signed by the Design-Build Design Manager that includes the following:

- The logical subsections or work packages for which review and approval is being requested.
- Confirmation that the submittal has been checked and reviewed in accordance with the Design-Builder’s approved QA/QC plan.
- Confirmation that the submittal either meets all requirements of the Contract Documents and Reference Documents or that any deviations from the Contract Documents and Reference Documents have been identified and previously approved by VDOT.

The Design-Builder shall submit all Right of Way and/or Construction plans to VDOT for review and approval. VDOT shall receive two (2) full-size sets and ten (10) half-size sets of each submission, with the exception of the Released for Construction Plans (see Part 2, Section 2.15.8 below). The plan submissions shall be delivered to the following addresses:

Virginia Department of Transportation  
Attention - Mark Gibney, P.E., PMP  
Northern Virginia District Office  
4975 Alliance Drive,  
Fairfax, VA 22030

VDOT shall have the right to review all Right of Way and Construction Plans and provide comments regarding compliance with the requirements of the Contract Documents and Reference Documents. The Design-Builder shall be responsible for satisfying all such comments. Formal responses to VDOT comments shall be provided in subsequent submittals.

VDOT has the right to disapprove any design approach that is not in compliance with the requirements of the Contract Documents and Referenced Documents. VDOT’s written approval of any deviations from requirements of the Contract Documents and Reference Documents shall be attached to the plans submitted for review.

### **2.15.6 Right of Way Plans**

Right of Way Plans and any associated Design Calculations shall be submitted to VDOT for review. The timeframe for plan review and approval shall be in accordance with the requirements of the Contract Documents. All VDOT comments must be addressed to the satisfaction of the reviewer before the Right of Way Plans will be approved. Notice to Commence Right of Way Acquisition will be granted in accordance with Part 2, Section 2.11



above. The Design-Builder shall be responsible for the design details and ensuring that the design and right of way acquisition work are properly coordinated.

### **2.15.7 Construction Plans**

Construction Plans, and any associated Design Calculations, shall be submitted to VDOT for review. The timeframe for plan review and approval shall be in accordance the requirements of the Contract Documents. All VDOT comments must be addressed to the satisfaction of the reviewer before Construction Plans are recommended for approval to the Chief Engineer. This plan milestone includes plans that may be submitted as soon as sufficient information is available to develop Construction Plans for certain portions or elements of the Project (or work packages). The Design-Builder shall meet commitments for review and approval by other entities/agencies as specified in other portions of the RFP and its attachments. The Design-Builder shall be responsible for the design details and ensuring that the design and construction work are properly coordinated.

### **2.15.8 Released for Construction Plans**

*Released for Construction Plans* are those that are issued for construction after approval by VDOT's Chief Engineer. Notice to Commence Construction will only be issued by the VDOT Project Manager upon approval of the Construction Plans (or Work Packages) by the Chief Engineer.

VDOT shall receive one (1) full-size set and five (5) half-size sets of Released for Construction Plans, along with all electronic files. The plans shall be delivered to:

Virginia Department of Transportation  
Attention - Mark Gibney, P.E., PMP  
Northern Virginia District Office  
4975 Alliance Drive,  
Fairfax, VA 22030

### **2.15.9 Record (As-Built) Plans**

The final plan milestone is Record (As-Built) Plans. As-Built Plans shall be prepared, signed and sealed by a Professional Engineer licensed in Virginia, and submitted to VDOT with the final application for payment. These plans will show all adjustments and revisions to the Construction Plans made during construction and serve as a permanent record of the actual location of all constructed elements.

## **2.16 Virginia Occupational Safety and Health Standards**

The Project shall comply with Virginia Occupational Safety and Health Standards in accordance with Section 107.17 of the Division I Amendments to the Standard Specifications.

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

- Hard hats shall be worn while participating in or observing all types of field work when outside of a building or outside of the cab of a vehicle, and exposed to, participating in or supervising construction.
- Respiratory protective equipment shall be worn whenever an individual is exposed to any item listed in the OSHA Standards as needing such protection unless it is shown the employee is protected by engineering controls.
- Adequate eye protection shall be worn in the proximity of grinding, breaking of rock and/or concrete, while using brush chippers, striking metal against metal or when working in situations where the eyesight may be in jeopardy.
- Approved high visibility Safety apparel shall be worn by all exposed to vehicular traffic and construction equipment.
- Standards and guidelines of the current Virginia Work Area Protection Manual shall be used when setting, reviewing, maintaining, and removing traffic controls.
- Flaggers shall be certified in accordance with the Virginia Flagger Certification Program.
- No person shall be permitted to position themselves under any raised load or between hinge points of equipment without first taking steps to support the load by the placing of a safety bar or blocking.
- Explosives shall be purchased, transported, stored, used and disposed of by a Virginia State Certified Blaster in possession of a current criminal history record check and a commercial driver's license with hazardous materials endorsement and a valid medical examiner's certificate. All Federal, State and local regulations pertaining to explosives shall be strictly followed.
- All electrical tools shall be adequately grounded or double insulated. Ground Fault Circuit Interrupter (GFCI) protection must be installed in accordance with the National Electrical Code (NEC) and current Virginia Occupational Safety and Health agency (VOSH). If extension cords are used, they shall be free of defects and designed for their environment and intended use.
- No person shall enter a confined space without training, permits and authorization.
- Fall protection is required whenever an employee is exposed to a fall six (6) feet or greater.

### **3.0 ATTACHMENTS**

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

ATTACHMENT 2.2 -- ROADWAY MAJOR DESIGN CRITERIA

ATTACHMENT 2.7.3 -- NUTRIENT CREDIT ASSIGNMENT AGREEMENT

ATTACHMENT 2.14.3 -- DESIGN-BUILD PROJECT FILE INDEX

All additional information is included in the RFP Information Package – referred to in Part 1, Section 2.5 of this RFP.

**END OF PART 2 - TECHNICAL INFORMATION & REQUIREMENTS**

# Exhibit 1 to Part 3 Project-Specific Terms

(Date of Standard Exhibit 1 to Part 3: November 2016)

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**Part 3 (2016 Lump Sum Agreement Between Department and Design-Builder), Part 4 (2016 General Conditions of Contract Between Department and Design Design-Builder), and Part 5 (2016 Division I Amendments to the Standard Specifications General Provisions for Design-Build Contracts Between Department and Design-Builder) of the RFP are incorporated into this contract by reference. A copy of these documents can be found here: <http://www.virginia.gov/business/design-build.asp>**

**This Exhibit 1 to Part 3 contains project-specific terms that are hereby incorporated, as identified below, into Parts 3, 4 and 5.**

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

The Agreement Date is [\_\_\_\_\_].

**The Parties to the Agreement are:**

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

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

**DESIGN-BUILDER:**

**[INSERT DESIGN-BUILDER INFORMATION]**

Project No.: **PR15-076-236**  
Project: **Park and Ride Lot at I-66/Route 15 Interchange  
Town of Haymarket and Prince William County, Virginia**

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**PART 3**  
**2016 LUMP SUM DESIGN-BUILD AGREEMENT BETWEEN**  
**DEPARTMENT AND DESIGN-BUILDER**

**2.1.4** The Department’s Request for Proposals (RFP) is dated July 7, 2017.

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

**[LIST PROPOSAL MODIFICATIONS BY NUMBER AND DATE]**

**5.2.1** The **Final Completion Date (date Final Acceptance must be achieved)** is ~~December 19, 2018~~March 26, 2019.

**5.2.2** The **Interim Milestone Date** is ~~September 17~~December 11, 2018.

The Interim Milestone is defined as “opening of the completed, inspected, and accepted Park and Ride Lot and related access/entrance road to the General Public and Transit Vehicles and installation, inspection, and acceptance of the Parking Management System (less the acceptance testing). starting Tthe ITS/Parking Management System acceptance testing shall be completed between the Interim Milestone and Final Completion Dates. Testing shall be (allowing this test to be performed in the real time, while the Park and Ride lot is in service).” It is the Design-Builder’s responsibility to maintain the pavement of the Park and Ride lot and Entrance Road through project Final Completion.

For the purposes of this provision, completion shall be defined as Final Acceptance of all Interim Milestone Completion of Work ~~for the Park and Ride Lot and related access/entrance road~~ as defined above and in accordance with the process described in Part 4, Section 6.6.2

**5.5.1** Liquidated damages for failing to attain Final Acceptance by the Final Completion Date are One Thousand Three Hundred and Fifty and 00/100 dollars (\$1,350.00) per day.

**5.5.2** Liquidated damages for failing to attain the Interim Milestone Completion Date are Nine Hundred and Fifty and 00/100 dollars (\$950.00) per day.

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

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

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

**9.1.1** The Department’s Senior Representative is:

[*Name*]  
[*Title*]  
[*Address*]

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[*Telephone Number*]

9.1.2 The Department’s Representative is:

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

9.2.1 The Design-Builder’s Senior Representative is:

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

9.2.2 The Design-Builder’s Representative is:

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

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

**PART 3**  
**LUMP SUM AGREEMENT**

*Modified Part 3, Section 6.3 in RFP Addendum No. 1 to remove Exhibit 6.3 (b)*

**6.3 Adjustments to Asphalt and Fuel.** Department and Design-Builder agree to adjust prices for **THE ITEMS LISTED IN EXHIBIT 1**, in accordance with Department’s pertinent special provisions, attached hereto as Exhibits 6.3(a), ~~6.3(b)~~, and 6.3(c) provided Design-Builder declares its intent, in the Price Proposal, to use the provisions for price adjustments, and also submits the information required in the pertinent special provisions with its Proposal. Notwithstanding the special provisions, price adjustments for **THE ITEMS LISTED IN EXHIBIT 1** will be based on the quantities identified in the Schedule of Items in Design-Builder’s Proposal, which quantities shall be specifically summarized and provided in Design-Builder’s Price Proposal. Actual quantities shall be monitored and documented by Design-Builder, and submitted to Department in the monthly report required by Section 11.1.8 below, on forms provided by Department.



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**PART 4**  
**2016 GENERAL CONDITIONS OF CONTRACT BETWEEN**  
**DEPARTMENT AND DESIGN-BUILDER**

**Section 1.2.1** has been revised as follows:

*State Highway* means any highway designated a Primary highway or Secondary highway pursuant to Title 33.2, Chapter 1, Code of Virginia.

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

**10.2.2** Design-Builder and Department will first attempt to resolve all disputes or disagreements at the field level through best efforts and good faith negotiations between Design-Builder's Representative and Department's Representative. If the dispute or disagreement cannot be resolved through Design-Builder's Representative and Department's Representative, Design-Builder's Senior Representative and Department's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than forty-five (45) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving the dispute or disagreement. If the Senior Representatives determine that the dispute or disagreement cannot be resolved to the mutual satisfaction of both parties, despite their best efforts, then Design-Builder's sole remedy shall be to pursue the processes set forth in VA. CODE §33.2-1101 through §33.2-1103.

**PART 5**  
**2016 DIVISION I AMENDMENTS TO THE STANDARD SPECIFICATIONS GENERAL**  
**PROVISIONS FOR DESIGN-BUILD CONTRACTS BETWEEN DEPARTMENT AND**  
**DESIGN-BUILDER**

**102.04—Examination of Site of Work and Proposal**

**(b) Subsurface Data**

Subsurface data may be included in the RFP Documents or may be made available for review by the Offeror in the office of the District Materials Engineer or State Materials Engineer or as stated elsewhere in the RFP Documents. Data not included in the RFP Documents are not part of the Contract, but are made available to the Offeror in good faith to notify the Offeror of information in possession of the Department. Consequently, the Department does not warrant the accuracy of any such data, and the Offeror is at sole risk for any conclusions drawn from such data, either expressly or by implication. Prior to submitting a Proposal, the Offeror shall make his own interpretation of the subsurface data that may be available with regard to the nature, condition, and extent of the material to be excavated, graded, or driven through. The Offeror is prohibited to access the Project for any activities other than to observe the conditions of the site in accordance with Part 1, Section 3.2 of the RFP and Section 9.0 of the RFQ. After the Date of Commencement, the Successful Offeror shall comply with Section 4.2.2 of the General Conditions.

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## 102.05—Preparation of Proposal

### (g) Additional Proposal Requirements

Offeror shall also comply with the requirements as set forth in the following exhibits included with the RFP:

- .1 Exhibit 102.05 (g.1) *Special Provisions for Use of Domestic Material*
- .2 Exhibit 102.05(g.2) FHWA-1273 Required Contract Provisions Federal-Aid Construction Contracts
- .3 Exhibit 102.05(g.3) *Notice of Requirement For Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)*
- .4 Exhibit 102.05(g.4) *USDOT 1050.2*
- .5 Exhibit 102.05(g.5) *USDOT 1050.2A*

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## 107.14—Equal Employment Opportunity

(i) **Personnel Actions:** Wages, working conditions, and Employee benefits shall be established and administered, and personnel action of any type shall be taken without regard to race, color, religion, sex, or national origin.

1. The Design-Builder shall conduct periodic inspections of the Project sites to ensure that working conditions and Employee facilities do not indicate discriminatory treatment of personnel.
2. The Design-Builder shall periodically evaluate the spread of wages paid within each classification to determine whether there is evidence of discriminatory wage practices.
3. The Design-Builder shall periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Design-Builder shall promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, corrective action shall include all affected individuals.
4. The Design-Builder shall investigate all complaints of alleged discrimination made to him in connection with obligations under the Contract, attempt to resolve such complaints, and take appropriate corrective action. If the investigation indicates that the discrimination may affect Persons other than the complainant, corrective action shall include those individuals. Upon completion of each investigation, the Design-Builder shall inform every complainant of all avenues of appeal.

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

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**107.16(e) Storm Water Pollution Prevention Plan and VPDES General Permit for the Discharge of Stormwater from Construction Activities**

**3. SWPPP Requirements for Support Facilities**

The Design-Builder shall develop and enforce a Spill Prevention Control and Countermeasure (SPCC) Plan conforming to 40 CFR 112 if the aggregated volume of Oil stored within the project limits at any one time is greater than 1320 gallons. Oil, in this context, shall be defined according to 40 CFR 112. The aggregated volume includes that of both stationary and portable storage facilities but does not include individual storage containers with less than a 55 gallon capacity. The Design-Builder shall include the SPCC Plan as a part of his Pollution Prevention Plan for the project.

VDOT will secure VSMP Construction Permit coverage for support facilities located on VDOT rights of way or easements according to IIM-LD-242. The Design-Builder shall be responsible for securing separate VSMP Construction Permit coverage for support facilities that are not located on VDOT rights of way or easements.

Support facilities shall include, but not be limited to, off-site Borrow and Disposal Areas, construction and waste materials or Equipment storage areas, equipment and vehicle washing, maintenance, storage and fueling areas, storage areas for fertilizers, fuels, or chemicals, concrete wash out areas, sanitary waste facilities and any other areas that may generate a storm water or non-stormwater discharge directly related to the construction site.

Support Facilities located on VDOT rights of way or easements:

- a. For those support facilities located within the Project limits but not included in the construction plans for the Project, the Design-Builder shall develop a SWPPP in accordance with Chapter 10 of the VDOT Drainage Manual which shall include, where applicable, an erosion and sediment control plan, a stormwater management plan according to [IIM-LD-195](#), and a pollution prevention plan according to these Specifications and the SWPPP General Information Sheet notes in the construction plans or other such contract documents. All plans developed shall be reviewed and approved by appropriate personnel certified through DEQ's ESC and SWM Certification program and shall be developed according to Section 105.10 and shall be submitted to the Department for review and approval. Once approved, the

Department will notify the Design-Builder in writing that the plans are accepted as a component of the Project's SWPPP and VPDES Construction Permit coverage (where applicable) and shall be subject to all conditions and requirements of the VPDES Construction Permit and all other contract documents. No land disturbing activities can occur in the support area(s) until written notice to proceed is provided by the Department.

- b. For support facilities located outside the Project limits and not included in the construction plans for the Project, the Design-Builder shall develop a SWPPP in accordance with Chapter 10 of the VDOT Drainage Manual which shall include, where applicable, an erosion and sediment control plan, a stormwater management plan (where applicable) according to [IIM-LD-195](#), a pollution prevention plan according to these specifications and the SWPPP General Information Sheet notes in the construction plans or other such contract documents and all necessary documents for obtaining VPDES Construction Permit coverage according to [IIM-LD-242](#). All plans developed shall be reviewed and approved by appropriate personnel certified through DEQ's ESC and SWM Certification program and shall be developed according to Section 105.10 and shall be submitted to the Department for review and approval. Once approved by the Department, VDOT will secure VPDES Construction Permit coverage according to [IIM-LD-242](#). After VDOT secures VPDES Construction Permit coverage for the support facility, the Department will notify the Design-Builder in writing. The support facility shall be subject to all conditions and requirements of the VPDES Construction Permit and all other contract documents. No land disturbing activities can occur in the support area(s) until written notice to proceed is provided by the Department.

#### 4. Inspection Procedures

##### a. Inspection Requirements

The Design-Builder shall be responsible for conducting site inspections in accordance with the requirements herein. Site inspections shall include erosion and sediment control, and pollution prevention practices and facilities; all areas of the site disturbed by construction activity; all on-site support facilities; and all off site support facilities within VDOT right of way or easement. The Design-Builder shall document such inspections by completion of Form C-107, Construction Runoff Control Inspection Form, according to the directions contained within the form. Inspections shall be conducted using one of the following schedules:

- Schedule 1 - At least once every 7 calendar days (equivalent to the once every five business days schedule in the VPDES *General Permit for Discharge of Stormwater from Construction Activities*) and within 48 hours following any measureable storm event. If a measureable storm event occurs when there are more than 48 hours between business days, the Design-Builder shall perform his inspection no later than the next business day. The Design-Builder shall install a rain gauge at a central location on the project site for the purposes of determining

the occurrence of a measureable storm event. Where the project is of such a length that one rain gauge may not provide an accurate representation of the occurrence of a measurable storm event over the entire project site, the Design-Builder shall install as many rain gauges as necessary to accurately reflect the amount of rainfall received over all portions of the project. The Design-Builder shall observe all rain gauges no less than once each business day at the time prescribed in the SWPPP General Information Sheet notes in the construction plans or other contract documents to determine if a measureable storm event has occurred. The procedures for determining the occurrence of a measurable storm event are identified in the SWPPP General Information Sheet notes in the construction plans or other contract documents.

- Schedule 2 - At least each Monday and Thursday (equivalent to the once every four business days schedule in the VPDES *General Permit for Discharge of Stormwater from Construction Activities*). Where Monday or Thursday is a non-business day, the inspection may be performed on the next business day afterward. In no case shall the inspections be performed less than once every four business days. A rain gauge will not be required when using Schedule 2.

The inspection schedule (1 or 2) is to be selected prior to the beginning of land disturbance. Once an inspection schedule is selected, it shall be defined in the appropriate note in the SWPPP General Information Sheets contained in the construction plan set and shall be used for the duration of the project. A business day is defined as Monday through Friday excluding State holidays. A measurable storm event is defined as one producing 0.25 inches of rainfall or greater over a 24 hour time period.

For those areas of the site that have been temporarily stabilized or where land disturbing activities have been suspended due to continuous frozen ground conditions and stormwater discharges are unlikely, the inspection schedule may be reduced to once per month. If weather conditions (such as above freezing temperatures or rain or snow events) make stormwater discharges likely, the Design-Builder shall immediately resume the regular inspection schedule. Those definable areas where final stabilization has been achieved will not require further inspections provided such areas have been identified in the Project's Stormwater Pollution Prevention Plan.

#### b. Corrective Actions

If a site inspection identifies an existing control measure that is not being maintained properly or operating effectively; an existing control measure that needs to be modified; locations where an additional control measure is necessary; or any other deficiencies in the erosion and sediment control and pollution prevention plan, corrective action(s) shall be completed as soon as practical and prior to the next anticipated measurable storm event but no later than seven days after the date of the site inspection that identified the deficiency.

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**109.11—Exhibits**

The following exhibits, as well as any other exhibits specifically set forth in Exhibit 1 (Project Specific Terms), are made part of, and incorporated into these Division I Amendments to the Standard Specifications. (Exhibits to Part 5 are included in the RFP):

- EXHIBIT 1 to PART 3 -- PROJECT SPECIFIC TERMS
- EXHIBIT 102.05(g.1) -- SPECIAL PROVISION FOR USE OF DOMESTIC MATERIAL
- EXHIBIT 102.05(g.2) -- FHWA-1273, REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS
- EXHIBIT 102.05(g.3) -- NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)
- EXHIBIT 102.05(g.4) -- USDOT 1050.2
- EXHIBIT 102.05(g.5) -- USDOT 1050.2A
- EXHIBIT 107.13 -- PREDETERMINED MINIMUM WAGE RATES
- EXHIBIT 107.14 -- COMMONWEALTH OF VIRGINIA EXECUTIVE ORDER 61 ENSURING EQUAL OPPORTUNITY AND ACCESS FOR ALL VIRGINIANS IN STATE CONTRACTING AND PUBLIC SERVICES
- EXHIBIT 107.15 -- SPECIAL PROVISION FOR SECTION 107.15

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**DEPARTMENT:**

**DESIGN-BUILDER:**

Virginia Department of Transportation

*(Name of Department)*

\_\_\_\_\_

*(Name of Design-Builder)*

\_\_\_\_\_

*(Signature)*

\_\_\_\_\_

*(Signature)*

\_\_\_\_\_

*(Printed Name)*

\_\_\_\_\_

*(Printed Name)*

Chief Engineer

*(Title)*

\_\_\_\_\_

*(Title)*

Date: \_\_\_\_\_

Date: \_\_\_\_\_



Exhibit 1

To Part 3 – Addendum No. 1

Lump Sum Agreement

~~July 7~~August 8, 2017

Park and Ride Lot at I-66/Route 15 Interchange  
Town of Haymarket and Prince William County, Virginia

Project No. PR15-076-236

Contract ID # C00109486DB99

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**END OF EXHIBIT 1 to PART 3  
PROJECT-SPECIFIC TERMS**