



901 East Byrd Street, Suite 1120
Richmond, VA 23219

December 05, 2017

PROJECT TITLE: RMTA Flexible Asset Maintenance Services (FAMS)

**REQUEST FOR INFORMATION (RFI)
FAMS-2018-RFI**

This is NOT a Bid Solicitation

Richmond Metropolitan Transportation Authority (RMTA or “the Authority”) currently intends to issue an Invitation for Bid (IFB) in January 2018 to procure services from qualified contractors to perform roadway maintenance services for the Authority owned toll road. The Authority will issue the IFB under the Virginia Public Procurement Act. The purpose of this Request for Information (RFI) is to seek perspective and feedback from potential providers regarding the Draft IFB included with this RFI. The Authority invites all firms with experience in providing these types of services to respond to this RFI, the attached draft Invitation for Bid (IFB), and the contents contained therein.

CONTACT

Contract Officer: Theresa Simmons, P.E. (Director of Operations)
Phone: (804) 523-3320
Email: theresa.simmons@rmtaonline.org
Fax: (804)-523-3335
Mail: Richmond Metropolitan Transportation Authority
901 East Byrd Street, Suite 1120
Richmond, VA 23219
Attention: Theresa Simmons, P.E. (Director of Operations)

RESPONSES DUE: DECEMBER 20, 2017 at 10:00 A.M.

See Page 1 for Submittal Instructions.



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1. DISCLAIMER

This RFI is not a bid solicitation; a contract will not be awarded as a result of the RFI or its contents. All communications, feedback, and recommendations related to this notice, the RFI, and its contents will be used solely for information and planning purposes.

Do not submit trade secret, proprietary, or confidential information in the RFI response unless you feel that doing so is absolutely necessary. Please be advised that all information submitted to the RMTA is subject to disclosure under the Virginia Freedom of Information Act (Sections 2.2--3700 *et seq.* of the Code of Virginia (§)) unless a specific exclusion applies. RMTA is not requesting a proposal, detailed plans, marketing materials, budgetary information, or proprietary information in response to this RFI and the inclusion of proprietary information should not be necessary to respond to this RFI.

Responses to the RFI will not be returned. In accordance with Code of Virginia §2.2-4300, responses to this notice are not offers and cannot be accepted by the RMTA to form a binding contract. Respondents are solely responsible for all expenses associated with responding to this RFI.

2. PURPOSE

The RMTA seeks input and feedback from firms with direct experience in providing management and maintenance services for roadway and bridge assets within a specified geographic area and other supporting services regarding the Draft Invitation for Bid (IFB) attached to this RFI. The Draft IFB defines the management and maintenance services to be provided for the RMTA Expressway System.

3. SUBMITTAL INSTRUCTIONS

Contractors/Firms may submit their responses by mail or e-mail (if the total size is less than five (5) megabytes). For all responses, respondents should format replies to this RFI in/on:

- font size twelve (12)
- one-sided
- letter-size (8½ x 11 inch) paper
- MS WORD or PDF

When submitting by mail, provide three (3) paper copies of the completed response and one (1) copy on a CD, DVD, or USB memory stick to:

Richmond Metropolitan Transportation Authority
919 East Main Street, Suite 600
Richmond, Virginia 23219

Attn: Theresa Simmons, PE, Director of Operations

If submitting by e-mail, send to Theresa Simmons at: theresa.simmons@rmtaonline.org

A label, as structured below, should be included on the outside of the package (if mailed) or on the cover page if e-mailed with all fields completed except for the time, which should be left blank.

From: _____ Vendor Name	_____	_____
_____	FAMS-2018-RFI	

City, State, Zip Code		

4. RFI RESPONSE

The RMTA is collecting industry feedback to assist it in the development of a formal procurement for a Flexible Asset Maintenance Services contract. In releasing this RFI, RMTA aims to engage industry in helping to craft fair and balanced procurement specifications, associated minimum offeror qualifications, and technical and contractual requirements to meet the needs of the RMTA.

While RMTA is interested in receiving feedback on the items listed below, firms are highly encouraged to review, comment and provide any additional information or recommendations it believes would be helpful or beneficial to RMTA regarding the:

- Statement of Work
- Performance Measures
- General and Special Terms and Conditions
- IFB Requirements
- Evaluation and Award Criteria

The Authority requests respondents also identify any requirements they may deem unnecessary, unclear, or inefficient.

Written responses will be accepted up until the date and time provided on the cover page. RMTA will not directly follow-up with firms on their submitted responses, but will review them and consider them in the development of the final IFB.

QUESTIONS

Please note, the RMTA currently anticipates requesting the selected FAMS-2018 contractor to complete the following work items as soon as possible following award of the contract. These work items and associated specifications will be added to the

FAMS-2018 contract before final release and are expected to be paid as a separate line items.

- Replace nine (9) existing Trinity Plus GR-9 end treatments (4" channel) with a VDOT approved GR-9 unit.
 - Remove all existing graffiti identified on the RMTA System.
1. **Scope of Work.** Please review the Scope of Work and the specific description of performance expectations associated with each asset item listed. Please provide feedback concerning any lack of clarity concerning the SOW required and/or performance requirements outlined in Attachment 3.
 2. **Planning and Reporting.** Please review the planning and reporting requirements outlined in Section 5 and Attachment 15. Please provide any feedback necessary concerning any lack of clarity concerning the various plans required and reporting requirements as currently outlined.
 3. **Performance Assessment of Contractor.** Please review the process proposed to be used by the RMTA to assess the performance of the selected contractor. Specifically provide any feedback necessary on the Daily Timeliness Requirements and the Maintenance Rating Program (MRP) Evaluation process proposed by the RMTA.

Please also review the Timeliness Deductions for Contract Non-Performance as well as the MRP Non-Performance Deductions and provide any feedback necessary.

4. **Invitation for Bid (IFB) and Evaluation Requirements.** Please review the two-step bid process which is proposed to be used by the RMTA. Please provide feedback concerning any lack of clarity concerning the requirements required to submit a proposal and the evaluation and award process which is proposed to be used by the RMTA.
5. **Snow and Ice Removal.** RMTA has included a basic snow and ice removal specification for your review and comment. However, based upon the limited centerline miles of the RMTA Expressway System and its numerous shared boundaries with VDOT owned roadways, please provide any alternative approaches that may be more cost effective or efficient for the Authority than what is currently proposed.

5. RFI SCHEDULE

Below is RMTA's tentative estimated schedule for this RFI and the proposed Invitation for Bid.

Activity / Key Milestone	Date	Time (Eastern Standard)
RFI Release	December 5, 2017	
Deadline for Submission of Responses	December 20, 2017	10:00 AM
Expected Issue for Bid (IFB) Release	January 18, 2018	

RICHMOND METROPOLITAN TRANSPORTATION AUTHORITY



#RMTA FAMS-2018

RMTA Flexible Asset Maintenance Services (FAMS)

DRAFT

December 2017

**RICHMOND METROPOLITAN TRANSPORTATION AUTHORITY
2 STEP INVITATION FOR BIDS (IFB)**

Issue Date:

2 STEP IFB# RMTA FAMS-2018

Title: RMTA Flexible Asset Maintenance Services (FAMS)

Location of Services – Flexible Asset Maintenance Services (FAMS): The FAMS will be performed within the right-of-way limits of the Richmond Metropolitan Transportation Authority (RMTA) in Richmond Virginia to include all on and off ramps up to the intersections of non-FAMS route(s) pavement edge. See Attachment 1 for specific routes and lane miles.

Issuing Agency:

**Richmond Metropolitan Transportation Authority
901 E. Main Street, Suite 1120
Richmond, Virginia 23219
Attention: Paula Watson – Director of Procurement**

Period Of Contract: Two Years from Contract Start Date with three (3) successive two (2) year renewal options.

Pre-Bid Conference: A Mandatory pre-bid conference will be held for this solicitation on _____ at _____ . No one will be admitted after 10:05 A.M. Refer to Section 9.26 in the Special Terms and Conditions herein.

Sealed Technical Proposals, Price Envelopes and Bid Bonds in separately sealed envelopes as described herein will be RECEIVED Until 10:00 AM on _____.

Sealed Technical Proposals will be OPENED in public on: _____ at 10:00 A.M. at RMTA, 901 E. Byrd Street, Suite 1120, Richmond, VA 23219.

All Inquiries For Information **MUST** be directed in writing to: Paula Watson, Director of Procurement via e-mail: paula.watson@rmtaonline.org . No questions will be answered by phone or verbally. **All questions must be received on or before _____ no later than 10:00 A.M.**

IF BIDS ARE MAILED, HAND DELIVERED (Fed EX, UPS, Courier, etc), SEND DIRECTLY TO ISSUING AGENCY ADDRESS SHOWN ABOVE.

In Compliance With This Invitation For Bids And To All The Conditions Imposed Therein, The Undersigned Offers And Agrees To Furnish The Goods/Services At The Price(s) Indicated In The Enclosed Pricing Schedule.

This sheet must be signed and returned with technical proposal. Do NOT put this signed page in sealed cost proposal envelope.

Name And Address Of Firm:

Zip Code: _____

eVA Vendor ID or DUNS#: _____
Fax Number: (____) _____
E-mail Address: _____

Date: _____
By: _____
(Signature In Ink)
Name: _____
(Please Print)
Title: _____
Telephone Number: (____) _____

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a Bidder because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

Contractors Bid Price Sheet – IFB RMTA FAMS – 2018 – Page 1

Bidders shall complete and return the Contractor’s Bid Sheet list below in accordance with the instructions on 10.1.1 of the IFB. The Bid Sheet shall provide an accurate breakdown of the Bidder’s monthly price. Bidders that do not return the bid sheet with all line items completed will be rejected.

Within 30 Days of award, the Contractor shall provide a detailed monthly cost for each Asset Item and service listed in the Performance Criteria, Attachment 3, Part A to the RMTA.

Performance Based Services:

1. Roadside Asset Group Services	Monthly-Total	\$ _____
2. Drainage Asset Group Services	Monthly-Total	\$ _____
3. Traffic Services Asset Group	Monthly-Total	\$ _____
4. Roadway & Shoulder Asset Group Services	Monthly-Total	\$ _____
5. Bridge Asset Group Services	Monthly-Total	\$ _____
6. Services Group	Monthly-Total	\$ _____
	Monthly Sub-Total	\$ _____

A. Total Monthly Performance Based Services

Monthly Sub-Total (above) \$ _____ X 24 months = **Extended Price** \$ _____

Requirements Based Services:

1. Mowing with Litter per Acre \$ _____ x 30 acres = \$ _____ x 5 cycles = \$ _____ x 2 years = \$ _____
2. Roadway Sweeping \$ _____ x 25 Shoulder miles = \$ _____ x 2 cycles = \$ _____ x 2 years = \$ _____

B. Total Requirements Based Services

Sub-Total = \$ _____

TOTAL 2 YEAR BID PRICE (Add Extended Price A. and Sub-Total B. for above): \$ _____

C. Snow and Ice Removal Services

1. Snow and Ice Removal \$ _____ per hour per vehicle type (a)
2. Snow and Ice Removal \$ _____ per hour per vehicle type (b)
3. Snow and Ice Removal \$ _____ per hour per vehicle type (c)
4. Snow and Ice Removal \$ _____ per hour per vehicle type (d)
5. Snow and Ice Removal \$ _____ per hour per vehicle type (e)

Firm Name: _____ eVA/Duns # _____

Signature: _____ Date: _____

Name Printed: _____

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DEFINITIONS

1. **Annual Work Plan:** Contract planned work efforts and the manner in which the Contractor shall achieve the contracted work over each year of the Contract.
2. **Asphalt Concrete Pavements (or Flexible Pavements):** Flexible RMTA approved materials engineered and constructed to provide a smooth, safe and durable surface for roadways.
3. **Asset Group:** A Contract prescribed group of common Asset Items that will be measured for the purpose of Contractor performance.
4. **Asset Item:** A Contract prescribed service, or individual highway item requiring Contract prescribed maintenance service, or other work to be performed in accordance with the Contract.
5. **Authority:** The Richmond Metropolitan Transportation Authority (RMTA).
6. **Bidder:** One who submits a competitively priced offer in response to this Invitation for Bids (IFB).
7. **Brush and Trees:** Brush and Trees consists of planted or volunteer growth within the right of way. This growth may grow profusely causing sight problems near, off, or on ramps, interchanges, and around signs.
8. **Channel Protection:** Stone, concrete or other material deposited upon river and stream beds and banks, lake, tidal or other shores to prevent erosion and scour by water flow, wave, or other movement.
9. **Clear Zone:** A traversable area that starts at the edge of the traffic lane, includes the shoulder, and extends laterally a sufficient distance to allow a driver to stop or return to the road before encountering a hazard or overturning.
10. **Concrete Barriers:** Pre-cast and cast-in-place walls that are commonly installed in highway medians to separate traffic.
11. **Concrete Pavements (or Hydraulic Cement or Portland Cement Concrete):** Rigid RMTA approved materials engineered and constructed to provide a smooth, safe and durable surface for roadways.
12. **Contract Administrator:** The RMTA employee responsible for the management and administration of all facets of the Contract who has been properly delegated by the Procurement office to assure the Contractor's total performance is in accordance with the contractual commitments and the obligations of the Contractor under the terms and conditions of the Contract.
13. **Contract Services Inspector** – The RMTA employee(s) responsible for overseeing and periodically inspecting the Contractor's work performance and reporting non-performance to the Contract Administrator.
14. **Contract Start Date:** The date the Contractor shall start performing the Scope of Services defined in the Contract.

15. **Contractor:** The individual or firm that has entered into the Contract to provide services to RMFTA, inclusive of its personnel, employees and subcontractors.
16. **Crossovers / Police Parking Locations:** Open (signed) or closed (chained) locations normally in the highway medians constructed between exit interchange, providing staging areas of emergency access to the roadway for authorized vehicles.
17. **Curb and Gutter, Curb or Raised Concrete Median:** Channeling devices to minimize erosion by routing runoff water to an inlet. These channeling devices generally consist of Portland cement concrete, cut stone, asphalt concrete as well as other RMFTA approved configurations.
18. **DBH - Diameter at Breast Height:** Approximately 54 inches above ground level.
19. **Day:** Unless otherwise stated, a calendar day.
20. **Debris:** Any item(s) such as tires, tire carcass(es), bag(s) of garbage, treads, sticks, lumber, boxes, sand, gravel, broken pavement markers, and similar solid materials that are of any size which may cause a motorist to swerve or may cause damage when hit or thrown by a vehicle as a projectile.
21. **Deck:** That traveled portion of a bridge which provides support and a travel surface for vehicular and pedestrian traffic.
22. **Drop Inlets (Basin):** Drainage structures that collect storm water surface runoff.
23. **Emergency Response Plan:** Planned work efforts and the manner in which the Contractor shall achieve Contract and required safety measures to weather and non-weather related Incidents such as accidents, hurricanes, etc.
24. **Emergency Response:** The Contractor's response to an unpredicted or predicted event or crisis that must be dealt with urgently under the Contract and requires immediate action by the Contractor twenty-four (24) hours a day, seven (7) days a week including holidays in order to ensure safe and optimized travel for the traveling public on the highway as originally designed and configured.
25. **Fencing:** Chain link, wooden, farm, and other material that is located along the highway right of way constructed and installed to prevent uncontrolled access of vehicles, pedestrians, and animals onto the highway.
26. **Glare Foils:** Plastic (or other material) paddles that are commonly mounted on the top of median barrier walls to provide a "glare screen" between opposing lanes of traffic.
27. **Graffiti:** Any language, symbol, pictures or markings whether painted, chalked, etc. on any structures or roadway which is otherwise visible within the right-of-way. Survey and engineering markings shall not be considered graffiti.
28. **Guardrail:** A safety barrier constructed of w-rail, tubular, ribbon, cable, and other material types located along the roadway.
29. **Handrail:** Rails used by pedestrians to hold onto for stability and support at steps or ramps.

30. **Hazard:** Any situation or condition that causes, or has the ability to cause, an unsafe condition to the traveling public or presents the possibility to cause or is causing damage or safety concerns or risks to public and/or private property.
31. **Hazardous Materials:** Any substance or agent (biological, chemical, physical) which when spilled, discharged or otherwise released into the environment, has the potential to cause harm to human health or the environment, either by itself or through interaction with any other factors.
32. **Hour:** A unit of time equal to sixty (60) minutes.
33. **Illegal Signs or Structures:** Any signs or structures erected and not otherwise authorized by RMTA located within the Right of Way.
34. **Immediately:** As soon as reasonably practicable, but, in any event, not to exceed thirty (30) minutes (during the peak hours of 6:00 am to 6:00 pm Monday through Friday), excluding holidays listed herein, or 60 minutes (during non-peak hours), including holidays listed herein, unless the Contract Administrator agrees, in his or her discretion, to a longer response time due to any relevant attendant circumstances.
35. **Impact Attenuators:** Energy-absorbing devices that minimize the impact of a vehicle striking a fixed object. Impact attenuators are typically located at bridge piers, walls, sign structures, and other fixed objects. Attenuators are generally constructed of collapsible modules or cells configured to absorb energy from a variety of sources.
36. **Incident:** Any occurrence on the highway requiring the Contractor or RMTA to respond to respond.
37. **Incident Commander (IC):** The individual responsible for directing and/or controlling resources by virtue of explicit legal, agency, or delegated authority responsible for the overall management of the response.
38. **Incident Command Post (ICP):** A pre-designated temporary facility signifying the physical location of the tactical-level, on-scene incident command and management organization.
39. **Junction Box:** Concrete, Fiberglass, Metal, PVC, or other materials used for storage of wiring connections for securing electrical and/or communication conduit systems.
40. **Large Pipes and Box Culverts ($\geq 36\text{ft}^2$):** Pipes which include single or multiple pipe and box culverts having a combined flow area of $\geq 36\text{ft}^2$. Multiple culverts must be contained within a single endwall at each end or they will be considered as separate pipes. Single or multiple pipes and box culverts with a combined opening $\geq 36\text{ft}^2$ are classified as structural culverts.
41. **Lighting:** Luminaries, lamps and lights, including any posts, installation techniques, and wiring for the same located within the highway right-of-way limits.
42. **Liquid Anti-Icing:** Pre-treatment and preventive treatment of roadways, ramps and bridges prior to a winter weather event arriving, designed to prevent or reduce ice from forming on the travel surfaces and is done as to meet the needs of the Authority.

43. **Litter:** Paper, cans, bottles, tire shreds, garbage, trash, refuse, rubbish and other similar solid items that have been discarded within or blown into the right of way.
44. **Manhole Covers:** Protective openings of storm drains, drop inlets or access points.
45. **Maintenance:** The performance of routine, ordinary and preventive work to maintain the highway system and its assets. Day-to-day maintenance activities are designed to preserve and correct defects of the transportation assets and the highway structures within the state (RMTA) rights of way which otherwise contribute to the safety and comfort of the traveling public. Maintenance is performed to care for and maintain the highway and associated highway assets so that it retains its original intended use and function. This includes maintenance work on any assets exhibiting wear from weather, or work designed to prevent any further deterioration and damage.
 - a) **Preventive Maintenance:** A planned strategy for an existing roadway and its appurtenances that preserves the system, retards future deterioration, and maintains the functional condition of the roadway and its assets by adding longer life to the roadway surface and assets without increasing the structural capacity of the roadway.
 - b) **Routine/Ordinary Maintenance:** Work that is planned to be performed on a routine basis to maintain and preserve the condition of the roadway, highway system, and its assets or to respond to specific conditions and events to restore the roadway, highway system, and its assets to an adequate level of service.
46. **Maintenance Rating Program (MRP):** RMTA's Contract performance evaluation program to evaluate the Contractor's compliance with the Asset Item and Asset Group condition(s) related to the Contract Performance Criteria requirements.
47. **Mowing:** Tractor and non-tractor cutting of grass and herbaceous and woody vegetation.
48. **Mowing cycle** – One complete mowing of a designated area.
49. **MRP Score, Rating, Evaluation Rating or Percent Passing** - The percentage rating, or evaluation, of each Asset Group and each Asset Item that the Contractor is required to achieve and maintain with regard to Contract Outcomes within the Contract Tolerance and Criteria specified by the Contract for all Asset Items prior to and during RMTA MRP evaluations throughout the Contract term. Achieving or exceeding this percentage rating, or evaluation, is an indication of passing the MRP evaluation performed under the Contract and/or compliance with the Contract. Passing Asset Items are indicated by a "yes" in the MRP evaluation. Failing to achieve this percentage is an indication of failure to meet the performance standards set forth in the Contract and work/performance not accomplished under the Contract. Failing Asset Items are indicated by a "no" in the MRP evaluation.
50. **Multi-Use Trail:** Pedestrian walkways and bike paths consisting of gravel or aggregate stone Portland cement concrete, asphalt concrete, or brick materials.
51. **Non-performance (deficiency):** Failure of the Contractor to meet or accomplish the Contract Performance Criteria or other Contract requirements.

52. **Non-Roadway Grass Mowing:** The mowing, maintenance and upkeep of grass and sodded areas within Tunnel Support facilities, park and ride lots, and other areas with pedestrian traffic.
53. **Object Markers or Delineators:** An object typically consisting of reflective materials mounted on a post or other structure to assist motorists and maintenance personnel in roadway alignment or safety.
54. **Outcomes:** The description of the maintenance condition or state of a Contract required asset item during the Contract term.
55. **Parking Lot Maintenance:** The assets to be maintained in Parking Lot Maintenance include the asphalt surfaces, and the concrete surfaces associated with Tunnel Support facilities, Traffic Centers, Toll facilities, or park and ride lots.
56. **Paved Ditches:** Drainage ditches that are lined with either Portland cement concrete or asphalt concrete to prevent erosion and improve water flow capabilities.
57. **Paved Shoulders:** The asphalt or concrete-paved portion of the inside and outside shoulders on ramps, and roadways. Any shoulder pavement of 3 feet or more is to be considered paved. Where shoulder pavement is less than 3 feet, (on ramps) it will be considered unpaved.
58. **Pavement Markers:** The reflective markers that are placed either on or in the roadway pavement surface to assist with lane delineation and to direct traffic. Raised markers are placed directly on the roadway pavement surface; whereas, recessed markers are placed in a groove cut in the pavement surface so that the top of the marker is flush with the pavement surface.
59. **Pavement Markings:** The roadway and ramps pavement striping used to delineate traffic lanes and pavement edges. Pavement markings may consist of solid lines or skip lines that are yellow, white, or black. In addition, pavement markings may consist of paint, thermoplastic, or tape.
60. **Pavement Messages:** Striping used to delineate traffic arrows, word markings, gore markings, stop bars, crosswalks, parking spaces, painted curbs, and all other markings except for pavement marking as defined above. Pavement messages may consist of paint, thermoplastic, or tape.
61. **Performance Criteria:** Contract criteria which identifies, specifies and defines Asset Items, Asset Groups, Asset Item Outcomes, Asset Item Tolerance and Criteria, and Timeliness Requirements for the Contractor's performance and compliance with the Contract, and the expected or required specified highway maintenance performance there under.
62. **Potholes:** Steep sided holes of varying sizes in pavement resulting from localized disintegration.
63. **Public Information Plan:** The planned work efforts and manner in which the Contractor shall achieve the prescribed roles, responsibilities, and procedures, regarding public communications under the Contract.
64. **Reflectivity Standard:** Visible at a minimum of 120 feet day or night.
65. **Regulatory Approvals:** All local, regional, state and federal agreements, studies, findings, permits, approvals, authorizations, certifications, consents, decisions, exemptions, filings, leases, licenses,

registrations, rulings, and other governmental authorizations required to be obtained or completed under any applicable law prior to undertaking any particular activity contemplated by this Contract.

66. **Retaining Walls:** Structures designed to restrain and hold back a mass of earth.
67. **Roadkill:** Dead or dying animals that are any size which may cause a motorist to swerve, or may cause damage when hit or thrown by a vehicle as a projectile.
68. **Roadway Sweeping:** The removal and disposal of debris and buildup along the highway, barrier walls, retaining walls, sidewalks, and curbs.
69. **Rumble Strip:** A road safety feature, located in the roadway or ramp paved shoulders, that alerts drivers to potential danger by causing tactile vibration and audible rumbling, transmitted through the wheels into the vehicle body.
70. **Sample Population:** All Sites included in the Contract requirements.
71. **Security Fencing:** Fencing that is placed around any facilities to protect equipment from unauthorized access and maintain a safe work environment.
72. **Signs:** Signs consist of all ground (post mounted), and overhead and bridge mounted signs located along the highway, and include regulatory and other signs. Signs are defined as follows:
 - a) **Regulatory Signs:** These signs inform highway users of traffic laws or regulations and indicate any legal requirements that would otherwise not be apparent. This category also includes “Warning” signs which are deemed necessary to warn traffic of existing or potentially hazardous conditions on or adjacent to the highway.
 - b) **Other Signs:** These signs are “Informational” or “Guide” signs that are essential for directing motorists; identifying intersecting routes; identifying geographical locations and distances; and directing motorists to towns, cities, and other important destinations.
73. **Sidewalks:** Paved paths of Portland cement concrete, or asphalt concrete material, for pedestrian walkways, bridal paths or bike paths.
74. **Site:** A one tenth (1/10th) mile segment of the Authority right-of-way, which may be extended up to 1/10th of a mile, for ramp, connector, and project termini locations as necessary, at the discretion of RMTA.
75. **Slopes:** The earthen areas located between the edge of the highway and the right of way limits, excluding ditches, landscaping, and brush. Generally, these areas will be grassed or sodded. The front slope begins at the edge of any paved and/or unpaved shoulder. The back slope begins behind the ditch line.
76. **Slope Protection:** A thin surfacing of stone, concrete or other material deposited upon a sloped surface to prevent its disintegration by rain, wind or other erosion.
77. **Small Pipes and Box Culverts (< 36ft²):** Cross pipes which include single or multiple pipe culverts having a combined flow area of less than 36 ft². Multiple culverts must be contained within a single

endwall at each end or they will be considered as separate pipes. Single or multiple cross pipes with a combined opening $\geq 36 \text{ ft}^2$ are classified as structural culverts.

78. **Sound Barriers:** Walls located along the edge of the highway right of way which are used to minimize the level of noise that is emitted from the highway to adjacent properties. Constructed sound barriers can consist of concrete, metal, wood, fiberglass, paraglas (Transparent acrylic material), or composite material.
79. **Snow & Ice Removal Services:** All activities performed to ensure the highways are open, drivable, and passable at all times, by all types of vehicles prior to, during, and after cessation of snow and/or ice generated weather events. These services also include the proper management, monitoring, and directing of operations as specified in the Contract.
80. **Stormwater Ponds:** Man-made water retention ponds that are created to minimize or detain the amount of drainage and stormwater runoff.
81. **Stormwater Facilities:** Publicly-owned facilities by which storm water is collected and/or conveyed.
82. **Substructure:** All parts of a structure that are below the bearings of simple and continuous spans, skewbacks of arches, and tops of footings of rigid frames, together with the back walls, wingwalls, and wing protection railing.
83. **Superstructure:** The portion of a structure that is generally above the substructure and is not otherwise defined as a substructure above.
84. **Timeliness Requirement:** The Contract Performance Tolerance and Criteria which defines the Contract time limits by which a Contractor shall have remedied, maintained, or restored any failing Asset Item in the Contract.
85. **Tolerance and Criteria:** The Contract definitions, measurements, specifications, and performance requirements of each Asset Item.
86. **Traffic Control Plan** – The Contractor’s planned work efforts, and the manner in which the Contractor shall provide appropriate traffic control under the Contract while carrying out all asset Contract maintenance services.
87. **Transportation Facilities:** All transportation assets within the limits of the RMTA right of way, including but not limited to: the access highways, ramps bridges, structures, multi-use trails (bicycles or walking paths) and Authority buildings.
88. **Transportation Operation Center (TOC):** The VDOT office center which monitors the day-to-day operation of the highways in Virginia or the operation of highways in a specified area of Virginia.
89. **Travelway:** The roadway surface from the edge of pavement on one side of the roadway to the other edge of pavement on the opposite side of the roadway.
90. **Under or Edge Drains:** Under or edge drains are synonymous and longitudinal drains located along the edge shoulder joint or along the edge of the shoulder. These drains are typically oriented

parallel to the highway and drain through an outlet to the adjacent highway ditch every few hundred feet. These drains may be comprised of pipes or prefabricated geocomposite materials. Generally, the drain outlets consist of pipes with diameters ranging between 4 inches and 12 inches.

91. **Unpaved Ditches:** Drainage ditches that are lined with grass, sod, gravel, riprap, or soil, and maintain or control water flow runoff.
92. **Unpaved Shoulders:** Shoulders, or portions of shoulders, for roadways and ramps, that do not contain an asphalt, concrete or Portland cement concrete surface.
93. **Wall Mounted Traffic Signs:** Signs that are mounted on retaining walls that are located along the highway and that include regulatory signs. (Regulatory Signs: See Signs)
94. **Warning Lights and Lighting:** Includes all types of lights, and luminaries, including any posts, installation techniques, and the associated wiring for the same located within the highway right-of-way limits giving warning notice(s) of any potential hazard to the traveling public or any road maintenance personnel and/or police or emergency responders.
95. **Weekly Work Plan** – The planned weekly Contractor work efforts and the manner in which the Contractor shall achieve the Contract work for the next seven (7) Days to include but not be limited to any Contract asset, or activity, the location where the work is to be performed, and the time of any work operation(s), as well as describing and identifying the use of any lane closures (including the type of lane closure to be utilized).

1.0 Purpose

The Richmond Metropolitan Transportation Authority (hereinafter referred to as the “Authority”) owns and operates a toll road system in Richmond, Virginia. The Authority is issuing this Invitation for Bid (IFB) to perform roadway maintenance services for the Authority owned toll roads which include a portion of SR 195 (Downtown Expressway), SR 146 and SR 76 (Powhite Parkway). The contract area is comprised of approximately 6.2 centerline miles, 51 lane-miles, 2 major interchanges and 24 ingress and egress points to the toll road throughout Downtown Richmond. This competitive bidding for Flexible Asset Maintenance Services (FAMS) shall include the management and delivery of all maintenance services described herein, on the Authority’s limited access interstate and primary rights of way.

1.1 Contract Components and Hierarchy

This IFB including the Attachments, Reference Manuals and Contractor’s Proposal are parts of the Contract. A requirement occurring in one shall be binding as though occurring in all. They are intended to be complimentary and to describe and provide for a complete work. In the case of discrepancies, the following preferential order of interpretation will apply with the highest governing items appearing first and the least governing items appearing last:

- Scope of Services and all Performance Requirement
- Special Terms and Conditions
- General Terms and Conditions
- Reference Manuals
- Contractor’s Proposal

1.2 Ambiguity

The language in all parts of this Contract shall in all cases be construed simply, as a whole and in accordance with its fair meaning. Accordingly, in the event of any ambiguity in or dispute regarding the interpretation of the Contract, the Contract shall be construed simply, as a whole and in accordance with its fair meaning and shall not be interpreted or construed against the Authority as the drafter of the Contract.

2.0 Background and Location

In an effort to provide the traveling public of the Commonwealth of Virginia with safe, innovative, cost-effective, and high-quality transportation infrastructure, the Authority has adopted an innovative highway asset maintenance program where the Authority will contract with a private entity for the management and maintenance services of certain contract described assets located within the right-of-way for the entire geographical area within Attachment 1, Location of Services.

Once the Contract is executed, the day-to-day management, delivery of services and maintenance activities become the responsibility of the Contractor. The Contractor is required to oversee, direct, inspect, and ensure the quality and conformance of all Contractor, and subcontractor, work at all times. The Authority will periodically monitor and inspect the Contractor's performance and compliance with this Contract.

3.0 Resources

3.1 Personnel

The Contractor shall provide qualified personnel, to include subcontractors, with the appropriate knowledge, skills and abilities to fully and fairly perform the Contract throughout the life of the Contract. Any replacement of any of the Contractor's key personnel during the course of the Contract is subject to the review and prior approval from the Authority of new personnel. Such review and the Authority's decision regarding any replacement Contractor's key personnel shall be received no later than fifteen (15) Days from the time Authority receives the Contractor's request for the approval of Contractor's key personnel, the replacement personnel resume, or the new Contractor's key personnel shall be considered approved. If requested, the Contractor shall provide a list of current employees monthly. All employees shall be properly trained and certified at commencement of any work performed on this Contract. The Contractor shall provide support and assistance to Authority personnel when requested.

The Contractor is responsible for hiring, organizing and directing personnel in a manner that ensures compliance with the Contract at all times. The Contractor shall provide professional, cooperative, efficient, and effective communication, verbal and written, to the Authority at all times.

If the performance of any of the key personnel gives the Authority concern for the Contractor's ability to successfully prosecute the work in conformance with the contract, the Authority may then request the Contractor to replace the key personnel with new key personnel. Any changes to the key personnel's assignment(s) must be approved by the Authority. The Contractor shall present a detailed resume and a thorough description of the details of experience of any potential key personnel to the Authority prior to assignment in that position. Should the Authority determine certain key personnel are not suitable, the Authority will inform the Contractor with written justification as to their concerns regarding the knowledge, skills or ability of any suggested key personnel. In any cases where the key personnel may be temporarily absent, the Contractor shall delegate key personnel's authority to a qualified back-up; such delegation shall be to an empowered employee designee. The Contractor shall maintain, and make available to the Authority, a list of possible backup key personnel. At no time shall the Contractor be without designated key personnel available to fulfill all contractual duties as required. The Contractor may designate more than one backup key personnel for each position.

The Contractor, at a minimum, shall designate the following specific key personnel to fulfill the corresponding Contract roles and responsibilities:

3.1.1 Project Manager

The Contractor shall designate one Project Manager. The Contractor's Project Manager must be knowledgeable of highway maintenance principles and practices, and have a minimum of five (5) years in documented experience in highway maintenance or construction. The Project Manager shall have supervisor experience demonstrating excellent leadership, management, planning, administration, financial, budgeting, reporting experience and supervisory authority with similar projects.

This key position shall be RMTA's primary point of contact for written and verbal communication. This key position will supervise all activities in the Contract, will be assigned exclusively to the Contract on a full-time basis, and will be the principal liaison

with the Authority's designated authority. This position shall have full management and financial authority to develop plans, adjust plans, execute orders and directions without delay and supply promptly such materials, equipment, tools, labor, incidentals and subcontracts as required at all times to comply with the Contract. This position shall be the lead point of contact for the planning, delivery and quality of maintenance work and services, self-policing, and the response and resolution of any and all Contract deficiencies throughout the Contract term. This position shall have full management control and be the lead point of contact for securing and complying with all environmental and Regulatory Approvals and their conditions and requirements. The Project Manager shall be available twenty-four (24) hours a day, seven (7) days a week for immediate contact and response to the Authority for all issues and concerns, which cannot be resolved by the supervisor. The Project Manager shall have completed the Basic and Intermediate Work Zone Traffic Control, National Incident Management System (NIMS) 100's, 200's, 300's, 400's, 700, 800's training and the VDOT Level 1 Incident Commander Training course within one (1) month of assuming the role of Project Manager.

3.1.2 Supervisor/Manager/Crew Supervisor

The Supervisor is responsible for ensuring that all Contract requirements and performance based outcomes are met on the right of way corridor. The Supervisor shall have direct oversight of all daily Contractor activities. The Contractor shall also identify substitute or back up Supervisors. Supervisors must maintain a consistent presence along the corridor reporting deficiencies for repair or replacement. The Supervisor must be knowledgeable of transportation maintenance and have a minimum of two (2) years in documented experience in highway maintenance or construction as a Supervisor demonstrating leadership and management with similar size projects. The Supervisor shall be responsible for written and verbal communication with the Authority designated personnel as necessary to plan and accomplish daily work. The Supervisor shall have completed the Basic and Intermediate Work Zone Traffic Control, NIMS 100, 200, 700, 800 training and the VDOT Level 1 Incident Commander Training course within one (1) month of assuming the role of Supervisor.

3.1.3 Training

The Contractor or the Contractor's subcontractors shall provide knowledgeable, qualified, and fully trained personnel capable of managing and operating along the right of way satisfying all the requirements of this IFB and the Contract. The Contractor shall provide to the Authority no later than thirty (30) Days prior to the Contract Start Date and by July 1st of every year of the Contract a detailed plan/report of its employee training program.

3.1.3.1 Any employee of the Contractor that may be designated to respond to an Incident/Emergency Response and be the lead liaison at the site shall have completed the following course within three (3) months of employment: NIMS 100, 200, 700 and 800 and the RMTA Level 1 Incident Commander Training.

3.1.3.2 Work Zone Traffic Control Training Requirement: The Contractor shall provide at least one (1) employee who, at a minimum, is verified by VDOT as certified in Basic Work Zone Traffic Control in each of the activities and crews involving the installation, maintenance and removal of work zone traffic control devices.

In addition, the Contractor shall provide an employee that is verified by VDOT as certified in Intermediate Work Zone Traffic Control to provide supervision during those times when work zone adjustments or changes to standard traffic control installations as shown in the Virginia Work Area Protection Manual are needed due to field conditions. These persons must have their certification card with them while on the project site. If proof of certification cannot be provided by the Contractor at any time, the operation may be suspended or the Contractor may be deemed in default in accordance with the general terms and conditions.

There are three options available to receive Work Zone Traffic Control (WZTC) training based on an individual's job duties and responsibilities as required by the FHWA Final Rule on Work Zone Safety and Mobility and the Richmond Metropolitan Transportation Authority.

These options can be accessed at <http://www.virginiadot.org/business/trafficeng-WZS.asp> under the bolded title of Work Zone Traffic Control Training Requirements. Additional information about Virginia's Work Zone Traffic Control training program may also be accessed on this website.

This training must be completed prior to reporting to the work site.

- 3.1.3.3 The Contractor's training program shall consist of a minimum of OSHA and VOSH safety standards, NIMS 100 and 700 training. The Contractor shall submit certifications of training to the Authority as each employee/subcontractor employee completes each training class. The Contractor's employees shall be trained within six (6) months of employment with the exception of the initial time period for the specific training for the Project Manager, Supervisor(s), and employees that respond to Incident/Emergency Responses.

3.2 Equipment

The Contractor shall provide all equipment necessary to comply with the Contract terms and conditions. Equipment shall be of sufficient size, quantity and in such mechanical condition as to comply with the requirements of the work and produce satisfactory quality of work. Equipment shall be such that no damage to the highway, adjacent property, other highways or danger to the public will result from its use. The Authority may order the removal and require replacement of any unsatisfactory equipment that may be unsafe, or may be damaging, to RMTA's assets, employees, or the traveling public.

3.3 Materials

The Contractor shall provide all materials necessary to comply with the Contract terms and conditions unless otherwise specified herein. The Contractor's use of any/all materials shall be in accordance with the Authority's approved materials or approved products lists. The Contractor shall be responsible for maintaining records of all materials used in the execution of this Contract. The Contractor shall obtain approval from the RMTA for any proposed new products prior to their use in performing this Contract.

4.0 Maintenance Services and Performance Measures

The Contractor shall perform all activities associated with highway, drainage, roadside, vegetation, traffic services, specialty items, emergency response, incident management, severe weather activities and, if applicable, snow and ice operations, in accordance with the Contract, its Scope of Services and the Contract Performance Criteria twenty-four (24) hours a day seven (7) days a week unless otherwise directed by the Authority.

4.1 Asset Maintenance, Repair and Replacement

4.1.1 General

The Contractor shall manage and perform all maintenance activities on the right of way as described in the Contract. These services include providing all personnel, engineering, equipment, and services necessary to adhere to all Contract requirements and comply with all regulatory authorizations, conditions, and requirements. These activities will be performed on the assets at a frequency that ensures uniform consistent and timely compliance at all times with the performance measures and requirements specified herein. The Contractor shall perform maintenance (including preventive maintenance), repair, and replacement of all Contract assets due to deterioration, Incident, or damage.

The Contractor is responsible for proactively monitoring all routes and the Contract assets on a daily basis to identify, document, report, plan and repair deficiencies to continuously achieve Contract Outcomes, Tolerances, and Criteria specified in the Contract Performance Criteria and general maintenance activities. The Contractor shall not rely on the Authority to identify Contract deficiencies. The Contractor is responsible for promptly and proactively addressing and repairing any noted deficiencies on the assets located within the right of way and the limits of this Contract, to include taking actions to prevent deficiencies from occurring. Any noted deficiencies shall be reported to the Authority including those that are outside of the scope of this contract.

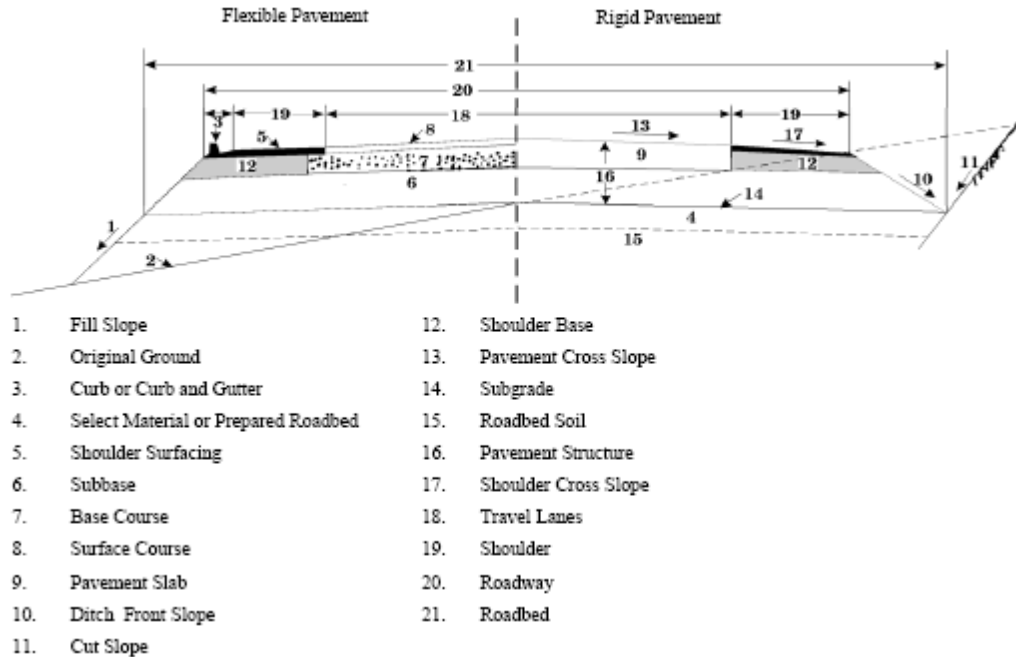
4.1.2 Excluded Assets

The following assets are excluded from this Contract unless otherwise noted herein:

- The Traffic Cameras and toll equipment and systems
- Frontage road between Powhite South and Powhite North toll plazas
- Building and grounds maintenance

4.1.3 General Descriptions of Maintenance Activities

The following are general descriptions of maintenance activities unless otherwise specifically excluded or limited. All maintenance activities shall be planned and executed to meet the Contract performance requirements. These maintenance activities represented are not all inclusive as other activities are required or may be required to comply with the Contract. Additionally, the following descriptions provide a graphical representation of many of the assets, not all inclusive, for which the Contractor is responsible for performing contract maintenance activities:



4.1.3.1 Roadway

Maintenance activities for the Roadway, which includes the Roadway shoulders, include but are not limited to:

- a) Repairing, patching, and other preventive maintenance activities necessary to decrease the deterioration rate and extend the life of pavements, Roadways, etc.
- b) Pavement repairs and replacements are defined as removing all unsuitable and distressed rigid (Portland Cement Concrete (PCC)) and/or flexible (Asphalt Concrete (AC)) materials, to include the surface, the intermediate and base mixes, the granular or stabilized base/sub-base, and the adjacent competent materials as necessary, by milling, carbide grinding, saw cutting or other means, and replacing such materials with adequate, or in-kind materials, in a manner that meets the Contract performance requirements to include, but not be limited to, being safe, durable and smooth.
 - o Individual pavement repairs and replacements will typically be less than 15 square feet in size. Sites larger than 25 square feet will be repaired by RMTA through its on-call paving contractor (or other resources).
- c) The Contractor is also responsible for the following specific roadway pavement repairs/replacements:
 - o The Contractor shall use the Process for Patching of Flexible Pavement, see Attachment 8, and the Procedures for Patching of Rigid Pavement, see Attachment 9, for the repair of all patching. Quality pavement repairs are tantamount to the health of the pavement and any deviation from the specifications shall have prior approval in writing from the Authority.

4.1.3.2 Roadside

Maintenance activities in this Contract for roadside (fill slopes, cut slopes, ditch front slope, etc.) include, but are not limited to:

- Roadside mowing, brush removal and tree removal and pruning, if applicable.
- Policing, roadside cleaning operations, and the operation of roadside areas, etc.

4.1.3.3 Drainage

Maintenance activities in the Contract for drainage include, but are not limited to,:

- Removing vegetation, accumulated soil, debris and trash from drop/curb inlets

4.1.3.4 Structures and Bridges

Maintenance activities for structures and bridges include, but are not limited to,:

- Bridges clean, swept and free of debris, dirt and vegetation.
- Drainage system clear and in operating condition.
- The Contractor will not be responsible for the total replacement of a bridge or an overhead sign structure. Under an appropriate Contract change order only, the Authority reserves the right to request that the Contractor perform any such total replacement activities which may be necessary during the Contract term.

4.1.3.5 Traffic Controls

Maintenance activities for traffic controls include, but are not limited to,:

- Painting, repairing, and replacing in kind, signs, guardrails, guide markers, signals, luminaries, etc.
- Repair(s) and Servicing of electrical supply lines and lighting and traffic control devices.

4.1.4 List of Typical Maintenance Activities

Typical Maintenance activities are listed in Attachment 2, (entitled Maintenance Activities) to this Contract/IFB. The list of activities presented in Attachment 2 is not intended to be all inclusive as other activities may be needed in order to meet the specified Performance Criteria or other asset activity Contract requirements.

4.2 Emergency Response Services

The Contractor shall respond to both weather and non-weather emergency related highway hazards, and any other emergency incidents which shall include, but not be limited to, flooding, tornadoes, hurricanes, etc, major and minor crashes, hazardous materials releases, abandonment of hazardous materials, and terrorist attacks. The Contractor shall provide management, qualified personnel, equipment, materials and other resources that will be utilized to provide a timely response to each emergency response incident in order to remove the emergency condition and restore full services of the highway. The Contractor shall mitigate any emergency condition which may become a safety hazard to the traveling public, including but not be limited to, objects on the highway, and downed signs or signs not visible from the highway that are considered

imperative to maintaining the safety of the traveling public. The Contractor shall provide notification to the Authority, of any emergency response services activities involving incident management measures ensuring the safety of motorists, spill mitigation and cleanup, and the handling and disposal of hazardous and non-hazardous waste. The Contractor shall be prepared to conduct an on-scene assessment, develop an incident action plan to support quick clearance, participate in the on-scene incident management team, and communicate information to the Traffic Operations Center, and other Authority personnel as necessary. The Contractor shall ensure the safety of motorists, as well as providing and/or managing any spill mitigation and cleanup, handling and disposal of hazardous, and non-hazardous waste. The Contractor shall coordinate with the Authority, the State Police and any other emergency personnel with respect to emergency incidents and/or occurrences, the submission of Incident reports, the establishment and maintenance of detour routes off the highway, and the return to the highway when needed for closure of the interstate and/or limited access primaries, emergency repairs, removal of debris, and evacuation response.

4.2.1 Response Time

The Contractor shall be prepared to respond to any emergency twenty-four (24) hours per Day, seven (7) Days per week. The Contractor shall arrive on-site, within thirty (30) minutes of the initial notification of the incident during the hours of 6:00 am – 6:00 pm Monday through Friday and within sixty (60) minutes of the initial notification of the incident during off peak hours, weekends and holidays with overlapping hours being thirty (30) minutes. In all instances, the Contractor shall arrive at the site with the necessary personnel, material, equipment, and services prepared to take action as directed by the Contract Administrator, or designee, and in compliance with the prevailing VWAPM to include utilizing an advanced warning vehicle for advising motorists of the emergency scene ahead. The advance warning vehicle shall be equipped with cones, message board(s), and any other equipment necessary to operate in a safe manner and facilitate quick clearance. The Contractor, upon arriving on-site, shall Immediately conduct an on-scene assessment, participate in the on-scene Incident Management Team, develop an on-scene incident action plan to support quick clearance, and notify the VDOT Traffic Operation Center (TOC) if necessary. The Contractor will have an additional sixty (60) minutes after completing the scene assessment to provide any other additional resources necessary to support incident response, such as additional traffic control as directed by the VWAPM and by the on-scene Incident Commander and the RMTA Lead Police Officer, for debris removal, vehicle removal from travel lanes, (as directed by the Virginia State Police, Richmond Police Department and/or RMTA Police) or mitigate environmental spills on the roadside. If no Incident Commander is identified, the Contractor shall install traffic control devices as directed by the VWAPM. The Contractor shall actively participate in the on-scene Incident until relieved by Authority personnel.

4.2.2 Agencies/Authorities

The Contractor shall provide support to all other Agencies/Authorities responding to incidents including, but not limited to, the Virginia State Police, Local Police, Local Fire/EMS Authorities, and the TOC. All Contractor incident response services will be provided in accordance with the National Incident Management System (NIMS) guidelines. All Contractor and Sub-Contractor personnel will be trained in accordance with the NIMS guidelines. The Contractor shall participate in any post incident analysis called for by any stakeholders.

4.2.3 TOC Support

The Contractor shall support the RMTA and TOC at all times by providing thirty (30) minute updates on every emergency incident. The Contractor is responsible to provide all aspects of traffic control related to any Incident and/or emergency, including, but not limited to, management of the entire detour route(s) necessary to maintain traffic flow off, along and returning to the routes defined in the Location of Services found in Attachment 1.

4.2.4 Evacuation

The Contractor shall be required to furnish personnel to supplement the Authority in any evacuation event.

4.2.5 Roadway Closures

The Contractor shall Immediately notify the Contract Administrator, and RMTA, of any roadway closures and re-openings. A summary of any lane closures, and any incident responses by the Contractor, shall be submitted to the Authority within twenty-four (24) hours of any occurrence. The Authority may require meetings with the Contractor after any roadway closures and responses in order to identify and discuss any performance deficiencies, and the manner in which to correct them. These meetings may include, but are not limited to the following representatives: state police, county or city police, fire and rescue, towing companies, and the Contractor.

4.2.6 Additional Personnel and Equipment

The Contractor shall provide any additional personnel and specialized equipment necessary to resolve all emergency response incidents. The Contractor shall have a plan in place that provides the required resources to resolve all emergency response incidents twenty-four (24) hours per day, seven (7) days per week without prior notice. Equipment availability shall include, but not limited to, advance warning vehicles, loaders, motor graders, backhoes, cranes, bobcats, dump trucks, etc., with operators, as may be requested by the state police, the Authority and/or local authorities, necessary to respond to any and all emergency response incidents within the scope of this Contract.

4.2.7 Emergency Response Plan

The Contractor's Emergency Response Plan shall provide for an incident response support procedure to provide for the timely response and coordination of the handling of hazardous materials within the right-of way in accordance with the terms outlined in the VDOT, Virginia Authority of Environmental Quality (VDEQ), Virginia Authority of Emergency Management (VDEM), interim agreement for emergency response (executed by VDOT May 12, 2005) (Attached hereto as Attachment #12), and any other subsequent agreements that substantially reflect any of the terms outlined in the interim agreement. The Contractor shall at all times comply with any and all local, state, and federal laws, Authority policy and any other updated agreements dealing with any incidents, evacuation, and/or handling and disposal of hazardous materials. RMTA will endeavor to keep the Contractor abreast of any other updated agreements and to supply them with copies of the same. The Contractor shall coordinate with any hazardous materials mitigation efforts deployed by any responsible party or responding agency or organization to protect the Authority's interest. The Contractor shall re-establish any areas damaged by any hazardous materials clean-up operations not otherwise re-established by the responsible party or responding agency or organization.

4.2.8 Arrival Time

If the Contractor does not arrive on-site with the required equipment prepared to support and take any necessary action within the specified time periods as set forth in the Performance Criteria (or in Section 4.2.1 or Section 4.2.6 above, whichever is appropriate.), \$2,500.00 per hour or the pro-rated portion for a partial hour (pro-rated time will be every fifteen (15) minutes) per incident will be deducted from the Contractor's monthly payment for the additional time it takes the Contractor to respond appropriately. In addition, if the Authority must respond due to the lack of the Contractor's responsiveness or the Contractor's unresponsiveness, the Contractor shall be responsible for all costs incurred by the Authority and such costs will be deducted from the Contractor's monthly invoice. A formal Procurement Complaint Form will be sent to the Contractor and a copy will be placed in the Contractor's file.

4.3 Snow and Ice Control Services

The Contractor shall comply with all specifications and requirements found in Attachment 11.

4.4 Operations, Safety Management and Traffic Control Services

4.4.1 General Traffic Control

The Contractor shall provide traffic control while carrying out any and all asset maintenance services in accordance with the VWAPM. The Contractor must submit a traffic control plan fourteen (14) Days prior to commencing any scheduled specific activity that is not covered in the Traffic Control Plan which will require restriction or diversion of traffic including lane closures and detours. For any such scheduled specific activities, the Contractor shall prepare, and furnish to the Authority for their review and approval, a site-specific traffic control plan for all affected portions of the Transportation Facilities. The information on the request, at a minimum, shall consist of the location, the date and time, the nature of work, the lanes to be closed, the ramp closures, the field point of contact and any detours. The Contractor shall submit this information in a suitable format to the Authority. The Contractor is expected to minimize traffic impacts due to scheduled lane closures by repairing or replacing all damaged or missing assets at one time as part of the plan for any work that is scheduled to be accomplished within the boundaries of that lane closure (that the work zone was set up for.) The Contractor shall provide all traffic control for unknown or special events as determined by the Authority.

4.4.2 Traffic Volume

The Contractor shall at all times during the term of the Contract be prepared to handle any anticipated and reasonably expected increased volume of traffic during holidays and planned special events.

4.4.3 Traffic Control Plan

The Contractor shall provide a weekly traffic control work plan to the Contract Administrator or designee. Each location of planned work for the week (requiring traffic control) must be included within the plan.

4.4.4 Safety

The Contractor shall be responsible at all times for providing a safe highway for the public during the performance of any work under control of the Contractor. Whenever the Contractor's operations require, the Contractor shall furnish, erect and maintain fences, temporary railing, barricades, lights, signs and other devices and take protective measures as necessary to prevent any avoidable accidents, damage or injury to the public, all as required by the Traffic Control Plan, this Contract and the standards, specifications, and manuals identified in Attachment 5, Reference Manuals.

4.4.5 Open Transportation Facilities

The Contractor shall perform its contract duties under the FAMS Contract in a manner that keeps the Transportation Facilities fully open to the public twenty-four (24) hours per day, seven (7) days a week subject only to any closures permitted by the Authority's limits of operations, Traffic Control Plan, Authority's lane closure restrictions included in Attachment 4, emergency closures, and detours. The Contractor shall also comply with the Authority's holiday and event traffic restrictions.

4.4.6 Traffic Control & Lane Restriction

The RMTA reserves the right to charge liquidated damages for the Contractor's failure to remove a lane or ramp closure by the prescribed time each day. The liquidated damages shall be established as One Thousand Dollars (\$1,000) per each fifteen (15) minutes, or a portion of 15 minutes, per lane or ramp, for any closure beyond the limits established in Attachment 4. Assessment of liquidated damages will stop when all maintenance of traffic devices are removed from the roadway and lanes or ramps have been safely reopened to the approval of the Engineer. Any liquidated damages assessed in this Special Provision will be in addition to those listed in Section 108 of the Specifications.

Active work shall be pursued by the Contractor within one (1) hour from the time a lane or ramp closure is placed. The RMTA reserves the right to charge liquidated damages, as stated above, after one (1) hour of non-active work from the time the lane or ramp closure placement is completed. If active work has not started within two (2) hours from the time that the lane closure placement is completed, the Contract Administrator shall require the lane closure to be immediately removed. Assessment of liquidated damages will end when lanes or ramps have been safely reopened to the approval of the Contract Administrator or active work is pursued. Active work will be on-site activity as determined by the Contract Administrator.

In addition, active work must be on-going at all times while a closure is in place. If active work is stopped for one (1) hour while a closure is in place or a closure is not removed within one (1) hour of the completion of active work, the Authority reserves the right to charge liquidated damages as stated above.

4.4.7 Lane Restriction

Lane closures and the maintenance of traffic shall conform to the requirements of the VWAPM and any supplement thereof. The Contractor shall abide by all lane closure and restrictions of the Authority. These restrictions are included in Attachment 4.

4.4.8 Advance Notification Requirements

The Contractor shall prepare and submit a Maintenance of Traffic (MOT) Plan for review and approval by RMTA for all lane and ramp closures. In some cases, the Authority may require MOT plans be signed and sealed by a Professional Engineer licensed in the Commonwealth of Virginia. The Contractor's signing and MOT plan shall consider the efforts of adjacent contractors, motorists and pedestrian traffic. See Attachment 4 for Traffic Control Restrictions.

The Contractor shall provide the RMTA Engineer or Contract Administrator no less than 7 calendar days notice before closing any lane, ramp or bridge. A minimum of 10 calendar days notice is required if the request is to close Boulevard Bridge. A minimum of 14 calendar days notice is required if the request is to close any lane that would impact or extend onto a VDOT/City of Richmond roadway. Approval to close any ramp or bridge is subject to review and consideration of event traffic in the vicinity.

The RMTA and the Engineer reserve the right to restrict dates and times of proposed lane or ramp closures. Contractor shall not be permitted to close any ramps or lanes during events in Downtown Richmond or the vicinity when high traffic volumes are expected to enter or exit Downtown.

All lane closures must be coordinated with VDOT, RMTA, City of Richmond (if applicable) and the RMTA's Engineer or Contract Administrator for final approval of dates and times. The Contractor shall communicate any changes in these times/dates immediately with all stakeholders.

4.4.9 Modify Traffic Control

The Authority has the right to direct the Contractor to modify, adjust, or remove lane or shoulder closures based upon traffic, weather conditions or public safety.

4.4.10 Holiday Traffic Control

No scheduled maintenance work shall be done on the following holidays unless approved by the Contract Administrator. Holiday restrictions will also be from the day before a holiday and the full day immediately following that holiday. For holidays that fall on Monday, Friday of the week before is considered the day before the holiday. For holidays that fall on Friday, the following Monday is considered the day after. These holidays include New Years Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, and any other day(s) designated by the Authority.

4.4.11 Special Events

Lane closures will not be permitted on days that have special events in any locations within the Location of Services, unless otherwise approved in writing by the Authority.

4.5 Customer Service and Incidental Services

The Contractor shall maintain a service log which shall detail complaints or requests from the Authority and the disposition of such complaint or requests received from the Authority. The Contractor shall also maintain a customer service log for all other complaints or requests. The Contractor's service log and the customer service log shall

be made available to the Authority for review on the tenth (10th) Day of each month, or upon request. The Contractor shall contact each customer within forty-eight (48) hours, and have resolution of each customer service request or complaint within the specified contractual timeliness requirements. In some cases, the Contract Administrator may direct the Contractor to respond immediately due to the urgency, or the best interest of the Authority.

4.6 Additional Requirements

4.6.1 Waste Disposal and Use of Hazardous Materials

The Contractor shall dispose of, or cause the disposal of, all waste, residue, debris, materials and supplies (including paints, herbicides and chemicals), grass and foliage clippings, dead animals and all other waste materials produced, generated stored or utilized by the Contractor under this Contract in accordance with all applicable federal, state and local laws, regulations and ordinances.

The Contractor shall use, contain, store and dispose of all Hazardous Materials in accordance with all applicable federal, state and local laws, regulations and ordinances; and shall promptly respond to and remediate any release of such materials.

Except for releases otherwise identified, the Contractor's responsibility for the cleanup, containment, removal, transportation, storage or disposal of any Hazardous Materials shall be limited to its responsibilities set forth in the Emergency Response Plan as well as providing and removing suitable sand or other approved materials used to soak up all fluid spills including vehicle fuel spills upon the request of any person duly authorized to conduct any cleanup activities.

4.6.3 Subcontracting Restrictions

The Contractor shall self-perform contract services, with its own work force, for at least 20% of the total annual contract value of the resulting Contract. This 20% required amount shall not include Contractor profit, overhead, administration, legal, or management costs of the Contract (excluding onsite personnel).

4.6.4 Third Party Claims

The Contractor shall promptly notify the Authority of any damage caused by third parties to any real or personal property included in the Transportation Facilities. The damage may include, but shall not be limited to, any accident or incident to the Transportation Facility caused by a third party, including any snow removal incidents. When an incident occurs causing damage to any of the Authority's facilities that falls within the Contractor's responsibility under this Contract, the Contractor shall pursue claims against any responsible party for reimbursement of actual expenses incurred in making such repairs/restorations to the Transportation Facilities (including overhead, administrative costs and traffic control costs supporting the incident response and any repairs/restorations). The Authority hereby assigns, transfers and sets over to the Contractor any and all sums of money due or owing to the Authority, and any claims, demands, rights of action, chooses in action and causes of action of any kind whatsoever

which the Authority has or may have against any third party(s) for the costs of incident response and repair and/or damages incurred by the Contractor, in connection with the Contractor's repair of any damage caused by any third party(s) to any real or personal property included in the Transportation Facilities and otherwise required to be undertaken by the Contractor in accordance with the terms and obligations of this Contract. The Authority agrees to cooperate to the extent necessary to assist the Contractor in recovering any damage or loss caused by any third party(s) to any real or personal property included in the Transportation Facilities. The Contractor shall cooperate with the Authority in providing all necessary information to the Authority with respect to the costs of any incident response and any costs for repairs/restorations, regardless of whether any separate or additional compensation is owed to the Contractor in connection with undertaking any such repair/restoration. Damaged assets that result in any assignment of claims and any monies collected from a third-party claim shall be repaired or replaced. The Contractor shall submit a full report listing the full third-party claims for any incident response costs and any costs for damage repairs/restoration, the current status of the repair/restoration, and the amount billed and collected. The Contractor agrees that with regard to any third-party claims assigned which they pursue pursuant to the Contract, the Authority shall not be responsible for any of the costs or attorney's fees incurred in pursuing any of those claims assigned herein.

4.6.5 Tort/Damage Claims

Claims made to the Authority as a result of any work performed by the Contractor (or work otherwise required to be performed under the Contract), or any claims of negligence of the Contractor in performing the Contract, or otherwise, will be referred to the Contractor. The Contractor shall be responsible for resolution of any and all such claims dealing with the Contractor's performance under this Contract. The Contractor shall hold the Authority and the Commonwealth of Virginia harmless and shall indemnify the same with regard to any acts of negligence on the part of the Contractor in performing this Contract or operating under the Contract thereto while maintaining the Authority's Transportation Facilities. The Contractor shall report any and all tort claims on the Customer Service log required to be kept under the terms of this Contract. Failure to properly respond to any claim under the terms of this Contract and to appropriately resolve any property or negligence claims may constitute unsatisfactory performance on the part of the Contractor for which the Authority may withhold payment to the Contractor in the amount of \$1,000 per claim (or such lesser amount determined in the discretion of the Contract Administrator) until the claim is resolved and may be a basis upon which the Contract may ultimately be terminated by the Authority. The Contractor shall start his tort/damage resolution claims process within seventy-two (72) hours after the first notification of any claim and the resolution of Contractor covered insurance claims shall be completed within thirty (30) Days unless otherwise approved by the Contract Administrator (due to the circumstances involved as reasonably determined in the discretion of the Contract Administrator). The Contractor shall submit a claim acknowledgment letter to the appropriate party/claimant within seventy-two (72) hours after the first notification of the claim with a copy of said letter being submitted to the Contract Administrator. Unless otherwise approved by the Contract Administrator, the Contractor shall submit a resolution letter to the appropriate party/claimant within thirty (30) Days after the first notification of any claim, (with a copy of said letter being submitted to the Contract Administrator).

If the Contractor has completed its evaluation of the claim and reasonably determines that restitution or payment of the claim should not be offered to any third-party claimant then:

The Contractor shall provide a copy of the claim denial letter and all supportive information to the Contract Administrator.

If the Authority identifies a pattern or practice that indicates the Contractor is not taking reasonable steps to investigate and/or resolve claims, the Authority will notify the Contractor. If the Contractor does not adequately address the concerns raised by the Authority within thirty (30) Days, it will be considered contract non-compliance and the Authority may take action to terminate the Contract for cause.

4.6.6 Public Information

The Contractor shall provide all information regarding the Contract and the services provided and said information shall be disseminated through the Authority's Main Office. The Contractor shall not issue press releases or otherwise communicate directly with the media without the Authority's approval. The Contractor shall prescribe roles, responsibilities and procedures regarding public communications.

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5.0 Planning and Reporting

All Contractor work plans and reports shall be submitted to the Authority in the appropriate form and content, and approved by the Authority. The Contractor shall consult and coordinate with all appropriate Authority staff, as necessary, in preparing any plans and reports, as well as establishing any submittal dates if those dates and times are not specified herein. The Contractor shall provide all work plans and reports in hard copy, electronic format, and the appropriate software format as specified by the Authority.

All required Contractor plans and reports shall be signed and certified as being true and accurate by the Contractor's Chief Executive Officer or delegated authority. If the authority is delegated, such delegation shall be in writing and provided to the Authority prior to submittal of such plans and reports.

Contractor shall be compatible with LCAMS/VA Traffic/AMS and the Authority IT environment. The Contractor shall change formats and software when needed as directed by RMTA.

5.1 Annual Plans

5.1.1 Annual Work Plan

Not later than thirty (30) Days before the Contract Start Date, and by July 1st of every year thereafter, the Contractor shall deliver to the Authority an Annual Work Plan in the form and content satisfactory to the Authority covering the initial twelve (12) months from the Contract Start Date. The Annual Work Plan shall describe the initial and proposed work efforts as well as the manner in which the Contractor shall achieve the work. Work activities shall at a minimum be reported by asset type, activities, location/lane(s)/route/mile marker, unit of measure, and quantities. The list of assets and time period(s) of the year for work in the scheduled work plan should include, but not be limited to, those items listed in Attachment 2. The Contractor shall develop an associated

budget to ensure the desired maintenance outcome is achieved. The budget shall be incorporated as part of the work plan submission(s). The Contractor shall at all times manage the maintenance program including, but not limited to, all performance of work determinations, all locations of resources, all work assignments, and the management of all resources.

It is a non-negotiable requirement that an Annual Work Plan shall be developed and submitted to the Authority as stated above. The required plan shall include a spreadsheet-based Work Plan of proposed quantities to be performed, reported week by week, and organized by month. This Work Plan shall include each activity for each asset to be performed. The activities will be detailed in the unit of measurement provided by the Authority. The Work Plan shall be a quantified depiction of the actual work which the Contractor plans to conduct throughout the year to meet the requirements of the Contract. A restatement of the contract requirements submitted as an Annual Work Plan will be determined unacceptable and rejected upon receipt by the Authority.

5.1.2 Emergency Response Plan

No later than thirty (30) Days prior to the Contract Start Date and by July 1st of every year thereafter, the Contractor shall develop and submit an Emergency Response Plan. The Emergency Response Plan shall detail how the Contractor will respond to both weather and non-weather emergency related incidents that include, but are not limited to, any flooding, tornadoes, hurricane, etc, any major and minor vehicle crashes, any hazardous materials releases, any abandonment of hazardous materials, and any terrorist attacks. The Emergency Response Plan shall include at a minimum the Contractor's management structure, response time, equipment, and other resources that will be utilized by the Contractor for each emergency response scenario required. The Emergency Response Plan shall include a detailed account of the Contractor's planned public and Authority notifications, incident management, measures ensuring the safety of motorists, spill mitigation and cleanup, handling and disposal of hazardous and non-hazardous waste, coordination with the Authority, the State Police and other emergency personnel with respect to emergency incidents and/or occurrences, submission of incident reports, establishment and maintenance of detour routes when needed for closure of the facilities, emergency repairs, removal of debris and evacuation response.

5.1.3 Snow and Ice Control Plan

No later than thirty (30) Days after the Contract Start Date and by July 1st of every year thereafter, the Contractor shall develop and submit a Snow and Ice Control Plan as detailed within Attachment 11.

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5.1.5 Customer Service Resolution Plan

The Contractor shall provide a Customer Service Resolution Plan outlining the best method and approach for dealing with the public and Incident responses. The Contractor shall provide the Customer Service Resolution Plan to the Authority before the Contract Start Date and supply the Authority any updates by July 1st of every year thereafter.

5.1.6 Public Information Plan

The Authority and the Contractor shall jointly develop and implement a Public Information Plan within sixty (60) Days of the Contract Start Date and update the Public Information Plan as needed. The first draft shall be developed by the Contractor. The plan shall require that all information regarding the Contract and the services provided shall be disseminated through the Authority's Main Office. The Contractor shall not issue press releases or otherwise communicate directly with the media without the Authority's approval. The Public Information Plan shall prescribe roles, responsibilities and procedures regarding public communications.

5.1.7 Training Program Plan

No later than thirty (30) Days prior to the Contract Start Date, and by July 1st of every year of the Contract, the Contractor shall provide a detailed plan/report of its employee training program. The Contractor's training program shall consist at a minimum of OSHA and VOSH safety standards, Traffic Control training, (Virginia Work Area Protection Manual), if applicable, Snow and Ice Operations training and Incident-First Response training.

5.1.8 Tort/Damage Claims Process Plan:

The Contractor shall provide a Tort/Damage Claims Process Plan outlining the method, approach, detailed processes and procedures for dealing with any claims of negligence of the Contractor performing the contract. The plan shall provide each step of the Contractor's processes from the time the Contractor receives a claim until final resolution of the claim. The Contractor shall include standard forms and letters that are used to receive information from the claimant, and for the resolution of the claim. These procedures shall include all of the requirements of section 4.6.5, "Tort/Damage Claims" of the Contract. The Contractor shall provide the Tort/Damage Claims Process Plan and the same must be agreeable to the Authority before the Contract Start Date. The Contractor shall supply the Authority any updates by July 1st of every year thereafter.

5.2 Quarterly Reporting

5.2.1 SWaM Reporting:

The Prime Contractor is required to submit a SWaM payment report on a quarterly basis. See Attachment 15, Section E.

5.3 Monthly Reporting

5.3.1 Activities, Accomplishments and Expenditures

At its discretion, RMTA may request the Contractor to prepare a monthly and/or quarterly summary report based on the weekly plans, the Contractor's accomplishments regarding the weekly plans in a spreadsheet, and any nonconformance/deficiency status reports for items in the weekly plans that have not been completed. This information shall be delivered, if requested by RMTA, in an electronic format and in such detail as otherwise directed by the Authority.

5.3.2 Customer Service and Incidental Services

The Contractor shall capture, in the daily log, detailed complaints or public requests and the disposition of such complaints or requests. There should be a match between the field daily log and the weekly reports to ensure the accuracy and accountability of information as well as consistency in the Contractor's reporting.

5.3.3 Third Party Damage Reporting:

The Contractor shall submit a report listing all third-party damage repairs/restoration, the current status stage of the repair/restoration, and the amount billed and collected. The Contractor shall provide the first report within sixty (60) Days of the Contract Start Date and update the report every month thereafter throughout the term of the Contract. The Third-Party Damage report shall be submitted to the Authority for review on the tenth (10th) Day of each month.

5.4 Weekly Work Reporting

5.4.1 Weekly Work Plan

No later than 5:00 pm on the Thursday prior to the start of the following week, the Contractor shall provide a list of activities in the Weekly Work Plan for the next week's work to the designated Contract Administrator or other designated representative. The list of activities in the Weekly Work Plan shall include the asset, the activity, to and from location of where work is to be performed, and the time of any work operation(s), as well as indicate any proposed lane closures including the type of any such lane closure. It shall be clearly identified in the Comments column, whether the work is the result of Authority notification, customer reported complaint, contractor identification or from the Annual Work Plan.

5.4.2 Weekly Work Accomplishments:

No later than 5:00 pm on the Tuesday of each week, the Contractor shall provide a list of Weekly Work Accomplishments for the prior week to the designated Contract Administrator or designate. The list of Weekly Work Accomplishments shall include the asset item, activity code, GPS location, weekly quantities, year to date quantities, Rolling weekly budget and expenditures, description, to and from location of where work was performed, the status of the work performed the week before and the date completed, and whether timeliness has been met. The comments column will include reasons for any deviation between the weekly plan and accomplishment report, nonconformance in the quality of the work performed either self-reported or issued by the Authority, as well as deficiencies noted concerning related aspects of the work such as failure to follow safety measures, traffic control plan, quality inspection process, verification of proper treatment activity by monitor, etc. Comments included in the weekly accomplishment report should be consistent with the daily log kept at the field office.

The weekly accomplishments should match the weekly plan except for the following instances: a) Accomplishments are in excess of work plan, due to unidentified deficiencies that were either self-reported or reported to contractor by the monitor or a customer.; or b) Accomplishments are less than work plan, due to matters outside of contractor's control.

5.4.3 Daily Logs

An electronic and hard copy daily log will be maintained in the field office by the Contractor and provided to RMTA on a weekly basis. The daily log shall capture any notable event, notable deficiencies, summary of activities in progress and accomplished, weather conditions, monitoring, time elapsed from deficiency notification to completion of repair, copies of the proactive daily monitoring reports as required in Section 4.1.1 (including the time and date of review), etc., in addition to allowing the Authority's representative to cross check the information indicated by the contractor in the corresponding weekly reports.

6.0 Performance Assessment of Contractor

6.1 Performance Requirements

Contractor performance shall be continuously achieved throughout the Contract by meeting the Contract Outcomes, Tolerance, and Criteria specified in the Contract Performance Criteria. These Contract Outcomes include both asset conditions and Timeliness Requirements. The Contractor's performance under the Contract will be measured for each Asset Item separately.

The Contractor's failure to meet any of the performance requirements described in the Contract may result in deductions from the Contractor's monthly payment(s) as specified herein. Such deductions are considered non-payment for work not accomplished as required by the Contract. The Authority reserves the right not to assess any or all deduction(s) if, in the Authority's discretion, the Authority determines that the circumstances surrounding any such failure(s) warrants that such deduction be waived. Such determination(s) must be fully documented by the Authority and demonstrate the reason(s) for such waiver. The waiver of any current deduction(s) shall not affect the Authority's right to enforce any future deduction(s) or take any other necessary Contract actions.

Contractor performance will be assessed and measured by two separate means:

- Daily Timeliness Requirements – evaluates whether or not Timeliness Requirements are achieved.
- Maintenance Rating Program (MRP) Evaluation – evaluates whether or not specified asset items meet the contractually required minimum service or maintenance condition within a highway site.
- Asset Group Rating Evaluation – evaluates whether or not specified asset groups meet the contractually required minimum service or maintenance condition within the highway site.

6.2 Daily Timeliness Requirements

6.2.1 Contractor Self-Assessment and Reporting

Timeliness Requirements shall be measured from discovery or notification of an Asset Item deficiency until Contract compliance is achieved as specified by the Contract. Recording of timeliness items and compliance with all related Contract requirements shall be the responsibility of the Contractor. Weekly timeliness will be reported in the

customer service summary report, weekly accomplishment report, and nonconformance/deficiency status report. Any deliberate or repeated failure of the Contractor to accurately record and document Contract timeliness activities shall be considered non-compliance of the Contract and may result in Contract default.

6.2.2 Authority Notification of Timeliness Failures

Timeliness Deduction Amounts: On any Day(s) that the Contractor fails to meet an Asset Item performance Timeliness Requirement(s) (as otherwise documented and notified by the Authority; and where the Authority has indicated a failure by a timeliness notification failure), the cumulative amount of any applicable Contract payment deduction(s) (listed within Table 1 (below) entitled – “Timeliness Deductions for Contract Non-Performance”) will be deducted from the Contractor’s monthly invoice.

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Table 1 – Timeliness Deductions for Contract Non-Performance

Asset Items (see “Attachment 6” for listing of all Asset Items within each Asset Group)	Contract Amount deducted for each Day in which Contractor fails to meet an Asset Item timeliness requirements
Roadside Asset Item(s)	\$200.00
Drainage Asset Item(s)	\$200.00
Traffic Services Asset Item(s)	\$300.00
Roadway & Shoulder Asset Item(s)	\$300.00
Bridge Asset Item(s)	\$400.00
Services A: Emergency Response/Snow and Ice Operations, Traffic Control and Operations	Per Contract specifications
Services B: Customer Response, Road and Bridge Sweeping, Graffiti Removal	\$200.00

6.2.2.1 Timeliness Failure Deduction Calculation and Example

Timeliness Requirement failure of any Asset Item will result in a deduction amount per Day of occurrence until remedied. The failure of a different Asset Item (either within or outside of the same Asset Group) will result in additional deduction amount(s) per Day per item.

For example, on one specific Day, Timeliness Failure Notifications have documented that:

- Two trees (Brush and Tree Asset Item) had not been removed that were causing a safety hazard for over the past 48 hours; a \$200.00 deduction applies per deficient asset item; therefore, the total deduction is \$400.
- Three illegal signs (Illegal sign/structure Asset Item) had not been removed for more than three (3) Days; a \$200.00 deduction applies per deficient asset item; therefore, the total deduction is \$600.
- Two damaged lighting structures (Lighting – Roadway Asset Item) had not been repaired or replaced for more than ten (10) Days; a \$300.00 deduction applies per deficient asset item; therefore, the total deduction is \$600.
- No other failures were documented; therefore, the total Timeliness Deductions for this one (1) Day amounts to \$1,600.

6.2.2.2 Timeliness Failure Deduction for RMTA Identified Deficiencies

For deficiencies originally identified by the Authority, the Contract amount deducted for each Day in which the Contractor fails to meet an asset item timeliness requirement will be applied at a rate of two (2) times the daily deduction rates indicated in Table 1 – Timeliness Deductions for Contract Non-Performance - until remedied.

6.2.3 Repeat Timeliness Failure Deductions

For any monthly trend of two (2) consecutive months or three (3) months within a six (6) month period in which the monthly timeliness deductions exceed \$5,000 for Asset Items within the same Asset Group, such condition(s) shall indicate the Contractor's trend(s) of Non-Performance. Authority notification will be made to the Contractor regarding such timeliness failure trends and the Contract deduction amounts listed within Table 1 – Timeliness Deductions for Contract Non-Performance (excluding Services A) of the Contract will double for those Asset Items within that Asset Group for the next twelve (12) months. Additional occurrence(s) of continued Contractor trends of Non-Performance for timeliness failures may be considered cause for the Authority to declare the Contractor in default of the Contract.

6.2.4 Contractor Disputes of Authority Timeliness Failure Notifications:

If the Contractor disagrees with a specific Asset Item timeliness failure notification issued by the Authority, an attempt to resolve the dispute in the field should cooperatively be initiated and pursued. If no resolution can be reached in the field, the Contractor may document the dispute. It is then the Contractor's responsibility to submit such written dispute and its documentation and any request for resolution, if desired, to the Contract Administrator within four (4) Days. If the Contractor does not receive a satisfactory ruling from the Contract Administrator within seven (7) Days, the Contractor may further elect to escalate the dispute to the RMTA Director of Operations, and then to the RMTA CEO, or designee, whose written decision is final. For each level of dispute escalation, the Contractor shall present their dispute to the next level Authority official within four (4) Days. Furthermore, once the Contractor selects a basis for their dispute of the timeliness failure notification, the Contractor must include this same basis and the same information within the initial submittal to the Contract Administrator and may not change, add, delete, or modify this basis and its information for each such step of dispute escalation unless allowed/requested by the Authority. If the Contractor fails to strictly adhere to these requirements, the dispute may be rejected without further consideration by the Authority. The Authority's Director of Operations and CEO will be allowed a total of fourteen (14) Days to resolve the dispute at each dispute escalated level, not including the time the Contractor takes to escalate the dispute to the next appropriate level. If the monthly timeliness failure notification disputes are resolved, the Authority will recalculate Timeliness Deductions for that one (1) month if necessary. The Contractor may pursue Section 9.3, Dispute Resolution and Claims (as directed) of the Contract only after the Contractor has completed all the levels (as directed) in the Contractor Disputes of Authority Timeliness Failure Notifications.

6.2.5 Any Asset Item included in the Performance Criteria without a specific Timeliness Requirement shall have a Timeliness Requirement of seventy-five (75) days and said performance criteria shall be completed within that time period or the Contractor shall submit to the Authority before that time period ends a written request for Timeliness extensions including any justification(s) the Contractor may wish to submit to the Authority for their consideration of the Contractor's request for such an extension. Consideration will be given to any Contractor's request for an extension of all appropriate timeliness issues that may be beyond the control of the Contractor, such as, but not limited to, shop drawing review(s) by the Authority for major asset replacement, continued progression of work, and the ordering/fabrication of specialty items. For

timeliness requirements of five (5) Days or less which encompass a holiday, as designated in the Contract, the timeliness period will be extended to add a day for each holiday, with the exception of emergencies or safety related situations.

6.3 Maintenance Rating Program (MRP) Evaluations

Although the Contractor is expected to repair and replace all deficient Assets within the performance requirements, the Authority understands that sometimes Asset Items become non-functional daily. During the MRP Evaluation process, 100% of all Asset Groups and Asset Items may not be achievable. For that reason, the Authority has set the standard that all Asset Groups meet a minimum Rating of 90% and that all Asset Items meet a minimum Rating of 70%.

6.3.1 Required Asset Group MRP Ratings

As measured by the MRP Evaluations described below, the Contractor shall achieve and maintain a minimum Required Asset Group MRP Rating, (shown in Table 2 – Required Asset Group MRP Ratings) (shown below) for all routes combined, as defined in the Contract.

Table 2 - Required Asset Group MRP Ratings

Asset Group	Required MRP Evaluation Asset Group Rating (minimum)
Roadway and Shoulder	90%
Roadside	90%
Drainage	90%
Traffic	90%
Bridge	90%
Services B	90%

6.3.2 Required Asset Item MRP Rating

As measured by the MRP Evaluations described below, the Contractor shall achieve and maintain a minimum Required Asset Item MRP Rating for each asset item equal to or greater than 70%.

6.3.3 Official MRP Evaluation Schedule

The official schedule for all MRP evaluations will be developed and authorized by the RMTA Director of Operations. The Authority will conduct up to three (3) but no less than two MRP evaluations within each twelve (12) month period of the Fiscal Year (defined as July 1 through June 30). No two (2) MRP evaluations will be conducted at a greater frequency than once every three (3) months. The Contractor will be notified a minimum of ten (10) Days in advance of any MRP evaluation start date. The Contractor may meet and accompany the Contract Administrator and the evaluators at a designated location each Day when the Contract sites are evaluated. In order for the Contractor to initiate any potential MRP disputes, the Contractor must have been present during the MRP evaluation, for which such disputes are directly related to. The Contractor will be provided a copy of the MRP evaluation conducted by the Authority, or designee, within thirty (30) Days of completion of such evaluation. The Contractor shall conduct work and

services that demonstrate progress to meet and maintain the Contract performance requirements, the MRP, and the performance measures at all times.

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6.3.5 Asset Group Ratings

Asset Group Ratings will be calculated by the following methodology:

6.3.5.1 Random Selection of MRP Sites

Weighted Asset Item Ratings pursuant to the Asset Item Weighting Values (found in Attachment 6 for each Asset Group) for each evaluation will be calculated by the Authority, or its designee(s), by randomly selecting approximately ten percent (10%) of the Sites from the entire Sample Population. The Sample Population should be stratified so that 25% of sites with items found in the Bridge Asset Group should be selected, and the remaining percentage of sites without bridges to be selected should then be calculated to achieve a total sample size of 10% of sites within the entire Sample Population. One hundred percent (100%) of the Asset Items located within each randomly selected Site will be evaluated.

6.3.5.2 Passing or Failing Asset Determination

Each Asset Item, to include those proven to be missing (yet identified) within a site, will be evaluated as passing or failing based on whether the item meets or does not meet the specific Contract Asset Item Outcome, Tolerance and Criteria. Passing Asset Items are indicated by a “yes” in the MRP evaluation. Failing Asset Items are indicated by a “no” in the MRP evaluation. Failing to achieve the minimum percentages in (found in Section 6.3.1 Table 2 - Required Asset Group MRP Ratings above) or failing to achieve the minimum percentage for an Asset Item (described in Section 6.3.2 above) equates to failure to meet the performance standards set forth in the Contract and as work/performance not provided under the Contract.

6.3.5.3 Example MRP Evaluation Rating Calculation

Table 3 – An example MRP Evaluation Rating Calculations for One Asset Group and Asset Item is provided below to demonstrate the method with which each Asset Rating will be determined. This calculation method will be used for each Contract Asset Group and Asset Item separately. If a specific Contract Asset Item is not located or identified within the ten percent (10%) of sites selected (as described in Section 6.3.5.1, Random Selection of MRP Sites), that Contract Asset Item, it will not be evaluated, scored, or rated.

Table 3 – Example MRP Evaluation Rating Calculation for One Asset Group

Asset Group	Asset Item	Number of Asset Items Identified	Number of Passing Asset Items	Asset Item Weight	Passing Percent for Asset Item	Total Possible Score	Actual Asset Item Score	Adjusted Asset Group Rating	Required Rating for Asset Group	Adjusted Asset Item Rating	Required Rating for Asset Item
		(A)	(B)	(C)	(F)	(D)	(E)	(G)	(H)	(I)	
					$(B/A=F)$	$(C=D)$	$(F \times C = E)$	$(Total E \div Total D = G)$		$(E/D=I)$	
Traffic	Signs	45	40	9.67	89%	9.67	8.60			89%	70%
	Lighting	16	8	5.33	50%	5.33	2.67			50%	70%
	Guardrail	85	65	5.66	76%	5.66	4.33			76%	70%
	Impact Attenuators	6	4	5.5	67%	5.5	3.67			67%	70%
	Object Markers/Delineator	40	38	5.83	95%	5.83	5.54			95%	70%
	Glare Foils	85	70	5	82%	5	4.12			82%	70%
Total						36.99	28.91	78.16%		90%	

6.3.6 Discretionary Consideration

If provided with sufficient Contractor documentation, and at the Authority’s discretion, the Authority may reduce or eliminate any Contract deduction based upon making its sound business decision to be fair and reasonable. When this occurs, the Authority will document the circumstances and the outcome of their review to the Contractor, and retain all documentation within their Contract file. When used to enforce Contract payment deductions, the Contract Administrator will ensure that the action is fair and reasonable in their sole discretion. The Authority is authorized and responsible for ensuring that Contract payment deductions applied are fair and reasonable. The reasonableness of any Contract payment reduction will be reviewed by the Authority and discussed with the Contractor. The Authority will document the reasonableness of such actions, and retain all documentation within their Contract file. The following provides examples of this discretionary consideration process:

6.3.6.1 Scoring

The MRP process requires the MRP evaluation team to Score each individual Asset Item by placing “Y” or “N” or “X” on a coding sheet. A “Y” Rating indicates “Yes”, and indicates that the Contract Asset Item passed the Contract MRP criteria. A “N” Rating indicates “No” and indicates the Contract Asset Item failed the Contract MRP criteria. An “X” Rating indicates that the Contract Asset Item has technically failed the Contract MRP criteria, and further that the Contract Asset Item only failed due to a design anomaly or some other reason warranting discretionary consideration.

6.3.6.2 Failure Exceptions

In determining if an “X” or “N” score is more appropriate, the MRP evaluation team should take into consideration all evidence of Contractor performance activity to maintain the system and other relevant conditions including weather, impact and sensitivity to adjacent property owners, etc.

6.3.6.3 Review of Scores

After the MRP evaluation team completes the MRP coding sheets, the Authority shall review the sheets to ensure that all “X” Ratings warrant being left as “X” or if the “X” Ratings should be changed to an “N” Rating because discretionary consideration is not warranted. All remaining evaluations marked with an “X” Rating will not be a factor in the Contractor’s MRP Score.

6.3.6.4 Additional Exceptions

The Authority may also decide to change an “N” Rating to an “X” Rating if it is decided the asset warrants additional discretionary consideration. The Authority may also decide to change an “N” or an “X” Rating to a “Y” Rating if the Contractor demonstrates that the MRP evaluation team made an incorrect determination.

6.3.6.5 Discretionary Decision Documentation

For any discretionary consideration and resulting scoring of “X”, the MRP evaluation team shall document the reasonableness of their decisions and retain all documentation within the Contract file.

6.3.7 Contractor Disputes of Authority MRP Evaluations

If the Contractor disagrees with a specific Asset Item MRP “Yes/No” evaluation by the Authority, an attempt to resolve the dispute by meeting with the Contract Administrator, or designee, shall be requested by the Contractor. Such a request and any meeting shall be held within four (4) Days after the field evaluation has been completed. If no resolution can be reached in the meeting, both parties will document their dispute. It is then the Contractor’s responsibility to submit any written dispute documentation and request for resolution, if desired, to the Contract Administrator within four (4) Days. If the Contractor does not receive a satisfactory ruling from the Contract Administrator within seven (7) Days, the Contractor may elect to appeal/escalate the dispute to the RMTA Director of Operations, then to the RMTA CEO or designee whose decision will be final. For each level of dispute escalation, the Contractor shall present their written dispute to the next dispute level within four (4) Days. Furthermore, once the Contractor selects a basis for their dispute of the “Yes/No” evaluation, the Contractor must include the same written information within the initial submittal to the Contract Administrator and may not change, add, delete, or modify this information each step of the dispute appeal/escalation of the matter. If the Contractor fails to strictly adhere to these requirements, the dispute will be rejected without further consideration by the Authority. The Authority’s Director of Operations and the RMTA CEO are allowed a total of fourteen (14) Days to resolve the dispute at each dispute escalated level, not including the time the Contractor takes to escalate the dispute to the next appropriate level. If all “Yes/No” disputes are resolved, the Authority will recalculate MRP Scores and Ratings as appropriate. The Contractor may pursue Section 9.3, of the Contract, entitled Dispute Resolution and Claims (as directed) only after the Contractor has completed all the dispute levels as directed in the Contractor Disputes of Authority MRP Evaluation.

6.3.8 Annual MRP Review Meeting

The RMTA Director of Operations may at their discretion invite the Contractor to attend and participate in an annual meeting to review the contractually described MRP for any arguable need for changes or improvements to ensure the accuracy of any Contract

performance measurement and the overall contractual performance based program effectiveness.

6.4 Deductions for MRP Evaluation Nonperformance

6.4.1 Nonperformance Deductions for MRP Evaluation Calculated Percentages and Amounts:

6.4.1.1 Asset Group MRP Non-Performance Deduction Percentages

Following the completion of each MRP evaluation, the Authority will deduct any MRP Evaluation Non-Performance deductions percentage(s) from the subsequent monthly invoice(s) as described in Table 4 (below)– Asset Group MRP Non-Performance Deduction Percentages - (found below) for any MRP Ratings below the required Contract Asset Group Ratings (within Table 2 (above) or as otherwise required herein) for each Asset Group.

Table 4 – Asset Group MRP Non-Performance Deduction Percentages

All Asset Group MRP Ratings of:	Deduction Amount will be:
89.9% to 80%	1% of the monthly Contract value
79.9% to 70%	3% of the monthly Contract value
69.9% to 60%	7% of the monthly Contract value
Below 59.9%	10% of the monthly Contract value

6.4.1.2 Asset Item MRP Non-Performance Deduction Percentages

Following the completion of each MRP evaluation, the Authority will deduct any MRP Evaluation Non-Performance deductions percentage(s) from the subsequent monthly invoice(s) (as described in Table 5 (below) – Asset Item MRP Non-Performance Deduction Percentages) (found below) for any MRP Ratings below the required Contract Asset Item Ratings (within Section 6.3.2 (above)) or as otherwise required herein for each Asset Item.

MRP Evaluation Non-Performance deductions for Asset Items will be applied only if the relevant Asset Group MRP rating meets or exceeds the Required MRP Evaluation Asset Group Rating.

Table 5 – Asset Item MRP Non-Performance Deduction Percentages

Asset Item MRP Ratings of:	Deduction Amount will be:
69.9% to 60%	.25% of the monthly Contract value
59.9% to 50%	.5% of the monthly Contract value
Below 49.9%	1% of the monthly Contract value

6.4.1.3 Sample MRP Non-Performance Deduction Amount

Table 6 and 7 – Provides a Sample MRP Non-Performance Deduction Amount of the total deduction following the completion of an MRP evaluation:

Table 6 – Sample MRP Non-Performance Deduction Amount

Asset Group	MRP Rating Required	MRP Rating Achieved	Deduction Amount (from Table 4) (A)	Deduction Amounts for Each Asset Group MRP Non-Performance (C) (AxB* = C)
Roadway and Shoulders	90%	74.5%	3%	\$9,000
Roadside	90%	89.9%	1%	\$3,000
Drainage	90%	92.0%	0%	\$0
Traffic	90%	48.7%	10%	\$30,000
Bridges	90%	92.2%	0%	\$0
Services B	90%	81.0%	1%	\$3,000
Services C	90%	88.0%	1%	\$3,000
Services D	90%	90.2%	0%	\$0
TOTAL DEDUCTION AMOUNT FROM FOLLOWING MONTHLY INVOICE:				\$48,000

Table 7 – Sample MRP Non-Performance Deduction Amount for Asset Items

Asset Item	MRP Rating Required	MRP Rating Achieved	Deduction Amount (from Table 5) (A)	Deduction Amounts for Each Asset Item MRP Non-Performance (C) (AxB* = C)
Deck	70%	68.5%	.25%	\$750
Paved Ditches	70%	50%	.5%	\$1500
TOTAL DEDUCTION AMOUNT FROM FOLLOWING MONTHLY INVOICE:				\$2,250

*Monthly Contract Value (B): \$300,000

TOTAL DEDUCTION FOR BOTH ASSET GROUPS AND ASSET ITEMS: \$50,250. These deductions do not account for any deductions due to Contractor’s failure of any Timeliness Requirements. Failure of any Timeliness Requirements will be applied to each monthly invoice as applicable.

6.4.2 Corrective Action Plans

For all Asset Group Ratings below seventy percent (70%), the Contractor shall also be required to provide a written corrective action plan to the RMTA Director of Operations and Contract Administrator and the Authority’s Maintenance Division within thirty (30) Days of receipt of the MRP evaluation(s) for improvements to the specified Asset Group. The Contractor’s corrective action plan shall describe, in detail, how the Assets Group(s) below seventy percent (70%) will be raised to the required ninety percent (90%) level, and all work detailed in the written corrective action plan shall be completed within three (3) months from the time the Authority receives the plan. During the three (3) month

corrective action period, the Contractor shall provide monthly reports to the Contract Administrator on each asset the Contractor replaced or repaired in the written corrective action plan. At the end of three (3) months, the Contractor shall have met all the requirements of the written corrective action plan. If, after three (3) months, the contractor fails to meet the requirements of the written corrective action plan, daily disincentives will be assessed. Assessment of daily disincentives will continue until Asset Group reaches specified 90% Performance level.

6.4.3 Deduction Process:

6.4.3.1 Notice

Once the calculations for payment deduction(s) for MRP Non-Performance have been completed, the Authority will notify the Contractor in writing of the calculated total Contract payment deduction amount. The total payment deduction amount shall be considered non-payment(s) for Contractor services not performed as required by the Contract.

6.4.3.2 Deduction from Contract Payments

The Authority will divide the total deduction amount by four (4) months and deduct this amount from the Contractor's following four (4) months Contract payments in equal amounts. Contract payment deductions will begin the month following the Contractor's receipt of the Authority's written deduction notice. Any deductions for the Contractor's non-performance are permanent.

6.5 Deduction Cap for Contractor MRP Evaluation Nonperformance, Timeliness Failures and Other Contract Remedies

6.5.1 Contract Deduction Cap:

At no time shall the total Contract deductions for Timeliness failures and Contract MRP evaluation failures (excluding snow and ice operations, traffic control, hurricane lane reversal and operations, and incident response) exceed twenty percent (20%) of the annual Contract value in a twelve (12) month period.

6.6 Final Exit MRP Evaluation

During the final year of the term of the Contract, the Authority reserves the right to conduct an exit MRP evaluation during the last two (2) months of the Contract term. This MRP evaluation shall be performed utilizing the MRP process outlined above and shall be subject to the Contractor dispute process identified in Section 6.3.7 If the Contractor fails to meet the Contract Performance Criteria, the following additional provisions shall apply, in addition to any other Contract provisions regarding the Authority's MRP evaluation Rating results and any Contract payment(s) deduction(s):

6.6.1 Withholding of Final Payment

The final Contract payment may be held by the Authority for up to sixty (60) Days until the last Contract MRP evaluation is completed and the results received.

6.6.2 Permanent Deduction

The Authority may permanently deduct any calculated MRP Non-Performance Deduction Amount(s) from the final Contract payment for the exit MRP Non-Performance results.

6.6.3 Deduction Cap Eliminated

The Section 6.5.1 Contract Deduction Cap referenced above for Contractor MRP Evaluation Nonperformance, Timeliness Failures and other Contract remedies shall not apply to any of the exit MRP Non-Performance deduction amounts.

7.0 Additional Requirements

7.1 Damage Reimbursement

7.1.1 As part of the Contract responsibilities, the Contractor shall be responsible to pursue claims on behalf of the Authority for any damages to the Transportation Facilities incurred by any third parties; and the Contractor will be responsible, subject to any of the limitations found in paragraphs 7.1.2 through 7.1.3 below, for all third-party damages to the Transportation Facilities during the term of this Contract. In that regard, the Authority hereby assigns, transfers and sets over to the Contractor any and all sums of money due or owing to the Authority, and any claims, demands, rights of action, chooses in action and causes of action of any kind whatsoever which the Authority has or may have against any third party(s) for the costs of repair and/or damages incurred by the Contractor, in connection with the Contractor's repair of any damage caused by any third party(s) to any real or personal property included in the Transportation Facilities and otherwise required to be undertaken by the Contractor in accordance with the terms and obligations of this Contract. The Authority agrees to cooperate to the extent necessary to assist the Contractor in recovering any damage or loss caused by any third party(s) to any real or personal property included in the Transportation Facilities. The Contractor agrees, that with regard to any third party claims they are required to pursue pursuant to the Contract, the Authority shall not be responsible for any of the costs or attorney's fees incurred in pursuing the claims assigned herein. The general sequence of any reimbursement for damages by any third parties will be as follows:

7.1.1.1 The Contractor's contractually required pursuit of claims against the individual or entity which caused damages to the Transportation Facilities, or their insurers, for any third-party liability to the Transportation Facilities.

7.1.1.2 The Contractor's own insurance coverage, subject to the coverage requirements of this Contract found in the General Terms and Conditions.

7.1.2 Except for winter weather events, the Authority shall take responsibility for the preparation, inspection, engineering services, repairs, and replacement, required to the Transportation Facilities as a result of any natural disaster or catastrophic event, and the same shall be separate and apart from the Contractor's responsibilities under this Contract. The Authority shall, however, have the ability to separately contract with the Contractor, on an emergency basis, for the utilization of the Contractor's equipment and resources at normal contract rates for any preparation, response, inspection, engineering services, repairs, and replacement, required to the Transportation Facilities as a result of any natural disaster, and/or catastrophic state or federally declared emergency response

event. The Contractor shall, however, be responsible to assist the Authority with the necessary asset and maintenance information and data to assemble appropriate claims on behalf of the Authority for any damages to the Transportation Facilities incurred for any preparation, response, inspection, engineering services, repairs, and replacement, required to the Transportation Facilities as a result of any natural disaster and/or catastrophic state or federally declared emergency response event. Similarly, in the event an act is officially declared by the Commonwealth of Virginia or an appropriate federal entity as an “act of terrorism” or similar declaration, the Contractor will not be liable for damage beyond assisting the Authority with the necessary asset and maintenance information and data to assemble appropriate claims on behalf of the Authority for any incurred damages to the Transportation Facilities.

- 7.1.3 The Contractor’s full responsibility to make any damage repairs at its own expense in each twelve (12) month period of the Contract shall be limited to twenty percent (20%) of the annual Contract amount for that year. Such twenty percent (20%) of the annual Contract amount cap shall not include any other damages to the Transportation Facilities caused as a result of the Contractor’s negligence or acts of omission and within their control. The Contractor shall diligently assist the Authority with the pursuit of all claims for damages to the Transportation Facilities. The annual Contract amount as used in this paragraph means each twelve (12) month period beginning with the Contract Start Date and each annual anniversary date thereafter. If any claims to the Authority are pursued by the Contractor thereafter, the Contractor shall use the claims process set forth in the Contract.

8.0 General Terms and Conditions

- 8.1. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under “Vendors Manual” on the vendors tab.
- 8.2. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- 8.3. **ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only

the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

8.3.1. In every contract over \$10,000 the provisions in 1. and 2. below apply:

8.3.1.1. During the performance of this contract, the contractor agrees as follows:

8.3.1.1.1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

8.3.1.1.2. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

8.3.1.1.3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

8.3.1.1.4. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

8.4. **ETHICS IN PUBLIC CONTRACTING:** By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

8.5. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

8.6. **DEBARMENT STATUS:** By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

8.7. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

8.8. **CLARIFICATION OF TERMS:** If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the buyer

whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

8.9. **PAYMENT:**

8.9.1. To Prime Contractor:

8.9.1.1. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

8.9.1.2. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

8.9.1.3. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

8.9.1.4. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Authority shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

8.9.2. To Subcontractors:

8.9.2.1. A contractor awarded a contract under this solicitation is hereby obligated:

8.9.2.1.1. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Authority for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

8.9.2.1.1.1. To notify the Authority and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

8.9.2.1.2. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Authority, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary

contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Authority.

- 8.10. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT* shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- 8.11. **QUALIFICATIONS OF (BIDDERS/OFFERORS):** The Authority may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the Authority all such information and data for this purpose as may be requested. The Authority reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The Authority further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the Authority that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- 8.12. **TESTING AND INSPECTION:** The Authority reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- 8.13. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Authority.
- 8.14. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
- 8.14.1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
- 8.14.2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
- 8.14.2.1. By mutual agreement between the parties in writing; or

- 8.14.2.2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
- 8.14.2.3. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- 8.15. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Authority, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Authority may have.
- 8.16. **TAXES:** Sales to the Authority are normally exempt from State sales tax. State sales and use tax certificates of exemption, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes.
- 8.17. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offers) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offers) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Authority to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder/offers) clearly indicates in its (bid/proposal) that the product offered is an equivalent product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.
- 8.18. **TRANSPORTATION AND PACKAGING:** By submitting their (bids/proposals), all (bidders/offers) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

8.19. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

8.19.1. **MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:**

8.19.1.1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.

8.19.1.2. Employer's Liability

- \$100,000 for each Accident by employee
- \$100,000 for each Disease by employee
- \$500,000 policy limit by Disease

8.19.1.3. Commercial General Liability – Combined Single Limit

- \$1,000,000 each occurrence including contractual liability for specified agreement
- \$2,000,000 General Aggregate (other than Products/Completed Operations)
- \$2,000,000 General Liability – Products/Completed Operations & Garagekeeper's Liability
- \$1,000,000 Personal and Advertising injury
- \$ 100,000 Fire Damage Legal Liability
- Coverage must include Broad Form property damage and (XCU) Explosion, Collapse and Underground Coverage

8.19.1.4. Automobile Liability – Combined Single Limit – \$1,000,000 each accident, including owned, non-owned and hired car coverage

8.20. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the RMTA will publicly post such notice on the RMTA website for a minimum of 10 days.

8.21. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the

provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

8.21.1. For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

8.22. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, Authority or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

8.23. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

8.24. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.

8.25. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

9.0 Special Terms and Conditions

9.1 Compensation

9.1.1 The Contractor will invoice the Authority monthly. The Contractor will include with the monthly invoice a breakdown of all work completed within the limits of the Transportation Facility, by the appropriate activity designation as determined by the Authority. Any deductions for non-performance will be assessed by the Authority on the monthly invoice total as determined under the terms of this Contract.

9.1.2 The Contractor is required to pay all tolls, permit fees and taxes as applicable.

9.1.3 The Authority will pay all highway electric bills.

- 9.1.4 The Authority will consider claims for additional compensation on an annual basis only when compliance with an Authority initiated change to any components of this Contract causes a substantial documented economic impact on the Contractor exceeding five (5%) percent of the annual Contract amount. The five percent (5%) impact is not cumulative year to year.

9.2 Concurrent Contracting

The Authority may award separate contracts for services that are not covered under this agreement (e.g. bridge, pavement rehabilitation projects, bridge mount sign structure removal with replacement structure installation, etc.). When separate contracts are awarded within the limits of this project, the Contractor shall not hinder the work being performed by other Contractors. The Contractor shall be responsible for coordinating his operations to maximize coordination and minimize interference with other concurrent contracted or state forces efforts. The Contractor is encouraged to make all reasonable efforts to coordinate asset maintenance services with other contract services that are being provided along the highway to limit the impact of traffic disruptions. Unless otherwise stated, the Contractor shall continue to be responsible for all asset maintenance services that are covered in this Contract.

9.3 Dispute Resolution and Claims

9.3.1 Dispute Resolution

- 9.3.1.1 Any dispute, which may arise between the Authority and the Contractor, shall be mutually resolved through the best efforts and good faith negotiations between the authorized representatives of the Authority and the Contractor.
- 9.3.1.2 In conducting such negotiations, the Authority and the Contractor recognize that in drafting the resulting Contract, it is impracticable to make provisions for every contingency that may arise during its term. Accordingly, in order to achieve the resolution of any dispute concerning matters for which the resulting Contract might provide little or no clear guidance, the Authority and the Contractor concur in the principle that the resulting Contract is intended to operate between them in fairness and therefore concur that any ambiguities in the resulting Contract will not be resolved against either party to the resulting Contract.
- 9.3.1.3 Written notice of any Contractor's dispute (or notice of intent to file a claim) shall be given at the time of occurrence or prior to beginning of the work upon which the claim is based.
- 9.3.1.4 If, despite the parties' best efforts and good faith negotiations and the application of the principle of fairness in the disputes/claims process set forth above, the dispute is not resolved to the mutual satisfaction of both parties within thirty (30) days after written notification, (or such longer time as is mutually agreed), then such dispute shall be submitted administratively as set forth below:
 - 9.3.1.4.1 To the RMTA Director of Operations, through Contract Administrator.
 - 9.3.1.4.2 The RMTA Director of Operations will make a decision on such dispute in thirty (30) days, which will be final. However, by mutual

agreement, the Authority and the Contractor may extend the 30-day period for another thirty (30) days.

9.3.1.4.3 If the Contractor is dissatisfied with the final dispute decision of the RMTA Director of Operations, it may file the dispute as a claim.

9.3.2 Claims

9.3.2.1 At the end of any RMTA fiscal year, (defined as June 30th) or the termination of the Contract term, whichever first occurs, the Contractor shall within sixty (60) days, submit to the RMTA CEO any written claim (an original and three legible copies) for any unresolved disputes, for the amount certain it deems it is entitled to under the resulting Contract. Written notice of Contractor's intention to file a claim shall have been given at the time of occurrence or beginning of the work upon which the claim is based. No claims may in any instance be submitted by the Contractor more than sixty (60) days after final payment on the Contract.

9.3.2.1.1 Any claim shall set forth the facts upon which the claim is based. The Contractor shall include all pertinent data and correspondence that may substantiate the claim, including also any and all information submitted under the dispute resolution process for the claim.

9.3.2.1.2 Within thirty (30) days from the receipt of any claim, the RMTA CEO will make an investigation and notify the Contractor by registered mail of its decision. However, by mutual agreement, the Authority and the Contractor may extend the thirty (30) day period for another thirty (30) days. The decision made by the RMTA CEO shall be final.

9.3.2.2 Left Intentionally Blank

9.3.2.3 Any money that becomes payable as the result of any claim settlement will not be subject to payment of interest unless such payment is specified as a condition of the claim settlement. The Contractor may, if dissatisfied with the decision of the RMTA CEO, institute an appropriate civil action as to such portion of the claim as is denied by the RMTA CEO pursuant to Section 2.2-4363 and 2.2-4364 of the *Code of Virginia*. The decision of the Authority shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final decision on the claim by the Authority by instituting legal action as provided in Section 2.2.4364 of the *Code of Virginia*.

9.4 Materials

- 9.4.1 The Authority will not provide materials used for maintenance. It is the Contractor's sole responsibility to furnish, supply, install, maintain, and manage all materials in accordance with governing RMTA policy and the Authority's Standards and Specifications. All materials must be certified or RMTA approved.
- 9.4.2 Upon receipt of a written request from the Contractor, the Authority may, in its sole discretion, make available for purchase by the Contractor certain materials and supplies (including sand and signs) for use in carrying out contractual obligations. Such materials and supplies shall be sold to the Contractor at such price or prices and on such terms as shall be mutually agreeable.
- 9.4.3 Except as stated in the preceding paragraph, the Authority shall have no obligation to sell or otherwise furnish any items to the Contractor. Similarly, the Contractor shall have no obligation to purchase or otherwise acquire from the Authority, any materials, supplies or equipment required to carry out the Contract.
- 9.4.4 At the end of the Contract, the Authority may consider the purchase of materials on hand from the Contractor for the Contractor's invoice cost from his/her Supplier.

9.5 Authority Oversight, Inspection and Evaluation

- 9.5.1 The Authority shall at all times retain the right to oversee, inspect and test all materials and each detail of the work performed under this Contract and to determine the Contractor's compliance with the Contract terms, including without limitation any of the requirements and specifications identified in the Contract.
- 9.5.2 The Contractor shall remedy or re-perform at its expense and within the time periods specified in subsection 9.5.3, any work that does not conform to the requirements of this Contract so that it meets the requirements of this Contract and shall promptly take all action necessary to prevent similar deficiencies from occurring in the future. The fact that the Authority may not have discovered the nonconforming work shall not constitute an acceptance of such nonconforming work by the Authority.
- 9.5.3 The Contractor shall cure any such nonconforming work within ten (10) days of receipt of written notice from the Authority requesting correction or immediately upon written or oral notice if needed to remove an immediate or present threat to the safety of persons or property unless the nonconforming work cannot be reasonably cured within such period. In such event, the Contractor shall commence meaningful steps to cure such nonconforming work within such period and shall diligently prosecute such cure to completion as soon thereafter as is practicable. Oral notice of the Authority may be followed up in writing and the same shall be just as effective as if furnished in writing at the time.
- 9.5.4 If the Contractor fails to cure any such non-conforming work as required by subsection 9.5.3, in addition to any other remedies it may have under this Contract, the Authority may cause the nonconforming work to be remedied or removed and replaced; or the Authority may perform any work that may be needed to meet the performance requirements of this Contract and may deduct the cost of doing so from any funds due, or to become due the Contractor, and/or the Authority may obtain reimbursement from the Contractor for such cost.

- 9.5.5 The Authority may require the Contractor to remove or uncover such portions of any finished work as directed by the Authority. After examination by the Authority, the Contractor shall restore the work to the standards required by this Contract. If the work exposed or examined is not in conformance with the requirements of this Contract, then uncovering, removing and restoring the work shall be at the Contractor's expense. If the work exposed or examined is in conformance with the requirements of this Contract, then the Contractor shall be entitled to a change order with respect to uncovering, removing, and restoring the work.
- 9.5.6 The performance of the Contractor's obligations under this Contract will be subject to periodic review by the Authority in accordance with the terms of the Maintenance Rating Program (MRP) further described in the Contract.
- 9.5.7 No action taken by the Authority under the Maintenance Rating Program (MRP) will be, or will be deemed to be, a waiver of any of the Authority's rights to oversee the work, to make inspections or to conduct tests, to require remedial work or to exercise any other remedy for the Contractor's failure to comply with the terms of the Contract.
- 9.6 Records and Audit
- 9.6.1 The Contractor shall retain all books, documents, papers, accounting records, subcontracting records, and other evidence supporting any of the services performed, and the costs incurred, at all times during the Contract period, and for five (5) years after payment of the final invoice or final audit, whichever is later. Such evidence shall be maintained at the Contractor's office and made available to the Authority at reasonable times. Such evidence will be subject to audit and inspection at any time by the Authority.
- 9.7 Powers and Duties of State Officials
- 9.7.1 Nothing contained in the Contract shall in any way limit the constitutional and statutory powers, duties and rights of RMTA officials, including the independent rights of the Auditor of Authority Accounts in carrying out his or her legal authority.
- 9.8 Regulatory Approvals
- 9.8.1 Prior to performing any Asset Maintenance Services activities, the Contractor shall identify in the Work Plan all Regulatory Approvals necessary for the particular maintenance type activities to be performed and obtain prior to performing said activities any necessary state and federal Regulatory Approvals including but not limited to, permits, licenses, etc. This shall include, but not be limited to; water quality permits and permits modifications.
- 9.8.2 The Contractor shall, at its sole cost and expense, assist the Authority in preparing and presenting materials to resolve regulatory agency inquiries, warning letters and or notices of violations and, if necessary, assist the Authority in obtaining any Regulatory Approvals and conditions. Conditions may include, but are not limited to, compensatory mitigation, rectifying environmental damage conducting natural resource surveys adherence to time of year of restrictions, etc. that may be required to resolve regulatory agency concerns and to undertake the Asset Maintenance Services in compliance with regulatory requirements.

9.8.3 The Contractor shall pay all charges and fees incident to obtaining Regulatory Approvals. Any fines and violations associated with the Contractor's non-compliance with Regulatory Approvals, or associated with regulatory agency inquiries, warning letters and or notices of violations, shall be the sole responsibility of the Contractor.

9.9 Occupational Safety and Health Standards

9.9.1 The Contractor shall not allow any individual employed in the performance of this Contract to work in or under working conditions that are in violation of the Occupational Safety and Health Standards promulgated by the United States Secretary of Labor.

9.9.2 The Contractor shall abide by the duties imposed under Section 40.1-51.1 of the *Code of Virginia*, as amended (the Virginia Occupational Safety and Health Standards). Any violation of the aforementioned requirements or duties which are brought to the attention of the Contractor by the Authority shall be immediately abated in accordance with all provisions of the Memorandum of Understanding between the Authority and the Virginia Authority of Labor and Industries, the enforcement agency identified under Section 40.1-51.1 of the *Code of Virginia*.

9.10 No Third-Party Beneficiaries

9.10.1 Nothing contained in this Contract is intended or shall be construed as creating or conferring any rights, benefits or remedies upon, or creating any obligations of the parties hereto toward, any person or entity not a party to the Contract.

9.11 Relationship of Parties

9.11.1 The relationship of the Contractor to the Authority shall be one of an independent Contractor, not an agent, partner, joint venture or employee, and the Authority shall have no rights to direct or control the activities of the Contractor except as provided herein by this Contract. Officials, employees and agents of the Authority, shall in no event be considered employees, agents, partners or representatives of the Contractor.

9.12 Liability, Indemnification, Standard of Performance

9.12.1 The Contractor shall be responsible for all damages and expenses to person or property caused by its negligent activities including, without limitation, those which it chooses to deliver through its subcontractors, agents or employees, in connection with the services required under this Agreement. Further, it is expressly understood that the Contractor shall indemnify, defend and hold harmless the Authority, and collectively their officers, agents and employees from and against any and all damages, claims, suits, judgments, expenses, actions and costs of every name and description caused by any negligent act or omission in the performance of this Contract by the Contractor, including, without limitation, those which it chooses to deliver through its subcontractors, agents or employees, under this Agreement.

9.12.2 The Contractor shall also be liable for all damages, costs and any additional expense(s) incurred by the Authority, including but not limited to damages, costs and expenses resulting from any claims brought against the Authority by any subcontractor(s), caused by the failure of the Contractor to perform the services with the same degree and standard

of care and skill normally expected of and provided by Contractors in the performance of the same or similar services.

- 9.12.3 Acceptance of the services by the Authority shall not waive any of the rights of the Authority contained in this section nor release or absolve the Contractor from any liability, responsibility or duty contained herein.

9.13 Availability of Funds

- 9.13.1 The obligation of the Authority to make any payment under this Contract, or to continue from year to year and/or month to month all of the line item services initially provided for under this Contract, and the commitment obligation to pay for the same, is subject at all times to the availability of funds. In addition, if the availability of funding is reduced (rather than curtailed) by The Authority's Board of Directors, the Authority may in its sole discretion elect to reduce the total line item services under this Contract such that the Authority may continue the Contract in part by paying the line item prices for such services they elect to have performed by the Contractor which shall be done upon sixty (60) days written notice by the Authority to the Contractor. The Contractor, by entering into a Contract with the Authority, agrees that the said sixty (60) day written notice shall in all such circumstances constitute reasonable notice to the Contractor should the Authority, in their sole discretion, elect to reduce the services performed under this Contract due to any decrease in the availability of funding. Should the provisions of this paragraph be invoked by the Authority, and the Authority elect to reduce the total line item services under this Contract such that the Authority may continue the Contract in part paying the line item prices for such services they elect to have performed by the Contractor; the Contractor will not be entitled to any compensation or damages by any such actions of the Authority under this Contract. Section 9.14 "Termination and Default" shall not apply to any instance(s) where the availability of funding has been reduced and the Contract is not otherwise fully terminated. No user fees for use of the Transportation Facilities shall be established or collected by the Contractor under this Contract.

9.14 Termination and Default

- 9.14.1 The Authority may, at any time in its sole and absolute discretion, terminate this Contract when the Authority determines that such termination is in the best interests of the Authority and the public convenience. (The reduction or elimination of funding to the Authority specifically dealt with in the preceding section is governed specifically by that section and this section does not govern such instances.) In the event of termination, the following shall apply: The Authority's exercise of its right to terminate shall be made by written notice to the Contractor setting forth an effective date for termination, which shall not be less than sixty (60) days after the date of delivery of such notice. As compensation for a termination for public convenience, the Contractor may be entitled to receive compensation for its Contract demobilization costs, including, but not limited to any reasonable cancellation charges and prepayment of long-term obligations reasonably incurred by the Contractor. If the Contractor disputes the adequacy of the amount of, and does not accept, the compensation offered by the Authority, the Contractor may proceed under the Dispute Resolution and Claims section to resolve the dispute as to the proper amount of Contract demobilization compensation reasonably owing to the Contractor.

- 9.14.2 No termination for public convenience shall result in forfeiture by the Contractor of damages it may be entitled to preceding the Authority's notice of termination for public convenience to the extent such damages are not subsumed by the compensation owed to the Contractor upon the termination for public convenience. The Contractor is expected to maintain the road system uniformly and consistently throughout the entire Contract period by meeting the Contract requirements until the Contract actually ends or terminates.
- 9.14.3 This Contract is a performance based contract with requirements components, any performance, or lack of performance resulting in a threat to the public safety in accordance with the resulting Contract or non-performance of the Contract requirements, may cause the Contractor to be declared in default of the Contract and subject to termination for default. Prior to terminating the Contract for default for any Contract performance matters, the Authority shall have issued a written notice to cure to the Contractor and shall give the Contractor a reasonable opportunity to correct the Contract deficiency. Electronic mail or facsimile messages from the Authority shall constitute written notices for such purposes. In the case of the failure to deliver goods or services in accordance with the Contract terms and conditions, the Authority, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Authority may have. This section and any remedies provided therein shall apply at all times during the Contract and as such shall apply just as equally after any Authority notification of termination for public convenience to the Contractor as it would prior to such notice to the Contractor.
- 9.14.4 The Contractor shall have the right to terminate this Contract only in the event of a material default by the Authority. The Contractor shall have no other ability to terminate this Contract. A material default by the Authority is defined as a failure by the Authority to pay the Contractor for valid, undisputed work performed under this Contract.

9.15 Subcontracting

- 9.15.1 Sub-contractors must submit proof that they are licensed, insured, and fully qualified to perform any work under the Contract for which they are hired. Insurance coverage carried by the subcontractor shall be equal to or greater than the requirements of the Authority.
- 9.15.2 Each Subcontract that the Contractor executes at a minimum:
- 9.15.2.1 Shall set forth a standard of professional responsibility or a standard for commercial practice equal to prudent industry standards for work of similar scope and scale and shall set forth effective procedures for claims and change orders;
 - 9.15.2.2 Shall require the subcontractor to carry out its scope of work in accordance with all applicable laws, regulations and ordinances and the Authority's manuals, standards and procedures;
 - 9.15.2.3 Shall set forth warranties, guaranties and liability provisions of the contracting party in accordance with good commercial practice for work of similar scope and scale;

- 9.15.2.4 With respect to any subcontract which, when aggregated with all subcontracts between the Contractor and such subcontractor for the same Fiscal Year, for any such work contracted is in excess of \$50,000, the Contractor shall require said subcontractor to indemnify the Contractor and the Authority against any and all claims, losses, costs, damages, expenses and liabilities arising out of any breach of the subcontractor or the willful misconduct or negligence of the subcontractor or any of its officers, employees, agents or representatives;
- 9.15.2.5 Shall be fully assignable to the Authority, such assign-ability to include the benefit of all subcontractor warranties, indemnities, guarantees and professional responsibility; and shall further include express requirements that, if the Authority succeeds to subcontractor's rights under the subject Contract (by assignment or otherwise), then the subcontractor agrees that:
 - 9.15.2.5.1 It will maintain the usual and customary books and records for the type and scope of operations of business in which it is engaged (e.g., constructor, equipment supplier, designer, service provider),
 - 9.15.2.5.2 It will Permit an audit thereof by the Authority, and provide any such progress reports to the Authority appropriate for the type of subcontract it is performing sufficient to enable the Authority to provide the reports it is required to furnish, and
 - 9.15.2.5.3 It will allow the Authority to assume the benefit of the Contractor's subcontract rights and the work performed thereunder with liability only for those remaining obligations accruing after the date of assumption;
- 9.15.2.6 Shall not be assignable by the subcontractor without the Contractor's prior written consent;
- 9.15.2.7 With respect to any subcontract which, when aggregated with all subcontracts between the Contractor and such subcontractor for the same Fiscal Year, is in excess of \$50,000, shall be terminable by the subcontractor only for cause;
- 9.15.2.8 Shall expressly require the subcontractor to participate in meetings between the Contractor and the Authority, upon the Authority's reasonable request, concerning matters pertaining to such subcontractor or its work, provided that all direction to such subcontractor shall be provided by the Contractor, and provided further that nothing in this subsection:
 - 9.15.2.8.1 Shall limit the authority of the RMTA to give such direction or take such action which in the opinion of such authority is necessary to remove an immediate and present threat to the safety of life or property;
 - 9.15.2.8.2 Shall expressly provide that all liens, claims and charges of the subcontractor and its subcontractors at any time shall not attach

to any interest of the Authority in the Transportation Facilities;
and

9.15.2.8.3 Shall be consistent in all other respects with the terms and conditions of this Contract to the extent such terms and conditions are applicable to the scope of work or such subcontractors.

- 9.15.3 The Contractor shall not amend any subcontract with respect to any of the foregoing matters without the prior written consent of the Authority.
- 9.15.4 The Contractor shall not enter into any subcontracts with any person then debarred or suspended from submitting bids by any agency of Virginia.
- 9.15.5 The Contractor shall include a provision in each subcontract requiring the subcontractor to maintain all licenses required by applicable laws, regulations and ordinances.
- 9.15.6 The hiring of subcontractors by the Contractor will not relieve the Contractor of its responsibility hereunder or for the quality of work, materials and services provided. The Contractor will at all times be fully responsible to the Authority for the acts and omissions of its subcontractors and persons employed by them and no subcontract entered into by the Contractor will impose any obligation or liability upon the Authority to any such subcontractor or any of its employees. Nothing in this Contract will create any contractual relationship between the Authority and a subcontractor of the Contractor.
- 9.15.7 All subcontracts with affiliates shall be arm's-length, and on terms no less favorable to the Contractor than to non-affiliates of the Contractor. Performance and Payment Bond(s)
- 9.15.8 Concurrently with the execution of any Contract hereof and year by year for the duration of the Contract and any renewal terms/options, the Contractor shall provide the Authority a yearly performance bond, in the sum of 50% of the annual Contract amount per year, conditioned upon the faithful performance of the Contract in strict conformity with the specifications and conditions of the Contract. The Contractor shall maintain at all times during the initial term of this Contract, and any renewals thereof, a performance bond which shall guarantee the performance of the work all in accordance with §§2.2-4337 and 2.2-4340 of the *Code of Virginia*. The Contractor shall also provide a payment bond, in the sum of 50% of the annual Contract amount per year conditioned upon the prompt payment for all labor, materials, public utility services, and rental of equipment used in the prosecution of the work of the Contract which shall also guarantee payment to persons performing any work for the Contractor under this Contract, all in accordance with §§2.2-4337 and 2.2-4341 of the *Code of Virginia*. The bonds shall be made on official forms furnished by the Authority and shall be executed by the Contractor and the surety of the bond (s) shall be with a surety company or companies approved by the State Corporation Commission to transact business in the Commonwealth of Virginia and shall have a current A.M. Best unit rating not less than "A-". The performance and payment bond (s) shall be cancelable only for non-payment of premium.

9.16 Local and SWaM Participation

- 9.16.1 The Authority strongly encourages the submission of bids by qualified contractors whose principal businesses are located in the Richmond Metropolitan Area and further encourages such contractors to utilize the services of local subcontractors and vendors.
- 9.16.2 In addition, the Authority strongly encourages the submission of bids by qualified contractors certified as Small, Women, and Minority Owned (SWaM) businesses and/or Disadvantaged Business Enterprises (DBE). Furthermore, the Authority encourages the use of certified Small, Women, and Minority Owned (SWaM) businesses and Disadvantaged Business Enterprises (DBE) as subcontractors or vendors to the fullest extent reasonably possible.
- 9.16.3 The Virginia Department of Small Business and Supplier Diversity is responsible for the certification of eligible small, women, and minority-owned businesses to participate in the SWaM Procurement Initiative. They also certify Disadvantaged Business Enterprises (DBEs) for participation under the Virginia Unified Certification Program (as part of the federal DBE Program). Service Disabled Veterans are also able to obtain SWaM certification upon receipt of their certification by the Department of Veterans Services and by meeting the eligibility requirements of the SWaM Program.
- 9.16.4 Any contractors, subcontractors or vendors whose principal businesses are located outside the Commonwealth of Virginia must submit information on any business that is qualified as a Small, Women-Owned, Minority Owned and/or Disadvantaged Business Enterprises (DBE) by their home state or any federal program.
- 9.16.5 As a part of the project closeout process and a prerequisite to final payment, the prime contractor shall submit fully executed pages provided in Attachment 15, along with any additional sheets as needed, to document the actual amounts paid to each SWaM and/or DBE businesses that provided service or products during this execution of the contract.

9.17 Initial Term

- 9.17.1 The initial term of the Contract shall be the period commencing on the Contract Start Date and ending two (2) years thereafter subject to earlier termination in accordance with the terms of the Contract hereof.

9.18 Renewal of Contract

This Contract may be renewed by the Authority for three (3) successive two (2) year periods under the terms and conditions of the original Contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Authority's intention to renew shall be given approximately ninety (90) days prior to the expiration date of each contract period.

- 9.18.1 If the Authority elects to exercise the option to renew the Contract for an additional two (2) year period, the Contract price(s) for the additional two (2) year shall not exceed the Contract price(s) of the original Contract increased/decreased by more than the percentage increase/decrease of the Service category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve (12) months for which statistics are available.

9.18.2 If during any subsequent renewal periods, the Authority elects to exercise the option to renew the Contract, the Contract price(s) for the subsequent renewal period shall not exceed the Contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the Service category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve (12) months for which statistics are available.

9.19 Hazardous Materials

9.19.1 The term Hazardous Materials shall include any substance or agent (biological, chemical, physical) which when spilled, discharged or otherwise released into the environment, has the potential to cause harm to human health or the environment, either by itself or through interaction with other factors. The term "Hazardous Waste" is defined under Title 40 of the Code of Federal Regulations – Part 261.3.

9.19.2 The liabilities and responsibilities of Authority and the Contractor with respect to Hazardous Materials are as follows:

9.19.2.1 At all times, the Contractor shall be responsible for the presence of any Hazardous Materials, including but not limited to those present in the soil, groundwater or soil vapor, located in, on or under the Transportation Facilities to the extent the presence of the Hazardous Materials is the result of any act or omission by the Contractor or its agent(s) or subcontractors. At all times, the Contractor shall also be responsible if any of his activities or those of his agents or subcontractor's results in the exacerbation of any Hazardous Materials including but not limited to those present in the soil, groundwater or soil vapor, located in, on or under the Transportation Facilities, whether known or unknown.

9.19.2.2 If Hazardous Materials for which the Contractor is responsible under this agreement are discovered in, on or under real property within the Transportation Facilities right of way, the Contractor shall, at its sole cost and expense, do the following:

9.19.2.2.1 Immediately report the presence or release of Hazardous Materials to the Authority;

9.19.2.2.2 Make any required notifications to and obtain any required approvals from the U.S. Environmental Protection Agency, the U.S. Coast Guard, the Virginia Authority of Environmental Quality, or other appropriate state or federal agency for the proper management and remediation of the Hazardous Materials in order to restore the real property to its condition prior to the presence of the Hazardous Materials; and, manage, remove and properly dispose of any Hazardous Materials in accordance with any approved plans and all applicable laws, regulations and ordinances or as required by the Authority to restore the property to its pre-existing condition. This shall include, to the extent required, any grading and reinforcement necessary to restore the weight-bearing capacity of the Transportation Facilities right of way.

- 9.19.2.3 If Hazardous Materials, for which the Contractor is not responsible under the terms of this Contract, are discovered in, on, or under real property within the Transportation Facilities right of way, the Contractor shall Immediately notify the Authority.
- 9.19.2.4 The Contractor shall indemnify, protect, defend and hold harmless the Authority from any and all Claims (including but not limited to response costs, administrative costs, fines, charges, penalties and cost recovery or similar actions brought by a governmental or private party and including third party tort liability) arising, directly or indirectly, from any presence, -threat of release, placement, use, generation, manufacture, encapsulation, storage, treatment, disposal, discharge, burial, repair, cleanup, detoxification, removal or remediation of any Hazardous Material for which the Contractor is responsible. Without limiting its generality, the indemnity above is intended to operate as agreements pursuant to Section 107(e) of CERCLA, 42 U.S.C. Section 9607(e) to insure, protect, hold harmless and indemnify the indemnified parties from any liability pursuant thereto.
- 9.19.2.5 The Authority and the Contractor shall cooperate with each other in the prosecution of any Claims against or the defense of any Claims made by third parties in connection with Hazardous Materials present in, on, or under the Transportation Facilities right of way. In addition, each party not responsible hereunder for any remediation of Hazardous Materials shall accommodate any reasonable needs and requests of the responsible party hereunder and cooperate with the responsible party in connection with the responsible party's investigation, analysis of alternatives and conduct of remedial action. Without limiting the foregoing, the party not responsible hereunder shall cooperate in order to preserve and protect the responsible party's right to recover costs from other potentially responsible parties, including but not limited to cooperating in maintaining consistency with the National Contingency Plan or any other regulations of the U.S. Environmental Protection Agency, or cooperating in the responsible party's conduct of a remediation substantially equivalent to one which would be conducted under the supervision of the Virginia Authority of Environmental Quality. All references in this to remediation, remedial action, remedial work and similar terminology include, without limitation, removal and proper disposal, if elected by or required of the party responsible to remediate.

9.20 Left Blank Intentionally

9.21 Left Blank Intentionally

9.22 Delays in Award

- 9.21.1 Delays in award of a contract beyond the anticipated Contract Start Date may result in a change in the contract period indicated in the solicitation. If this situation occurs, the Authority reserves the right to award a contract covering the period equal to or less than the initial term indicated in the solicitation.

9.23 Material Safety Data Sheets (MSDS)

9.22.1 The Contractor shall display MSDS in all areas within any Authority facility that contains hazardous chemical/compound.

9.24 Safety and Health Standards

9.23.1 It is a condition of the Contract, and shall be made a condition of each subcontract entered into pursuant to the Contract, that the Contractor and any Sub-Contractor shall not require any worker employed in performance of the Contract to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to their health or safety, as determined under construction safety and health standards promulgated by the US Secretary of Labor in accordance with Section 107 of the Contract Work Hours and Safety Standards Act. The Contractor shall comply with the Virginia Occupational Safety and Health Standards adopted under Section 40.1-22 of the *Code of Virginia* and the duties imposed under Section 40.1-51.1 of the Code. Any violation of the requirements or duties that is brought to the attention of the Contractor shall be immediately abated. Additionally, at a minimum, all Contractor personnel shall comply with the following, unless otherwise determined unsafe or inappropriate in accordance with OSHA regulations: Hardhats 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 the grinding, breaking of rock and/or concrete, while using brush chippers, striking metal against metal or when working in situations where the eyesight may be in jeopardy. Safety vests shall be worn by all exposed to vehicular traffic and construction equipment. Standards and guidelines of the current Virginia Work Area Protection Manual shall be used when setting, reviewing and removing traffic controls. Flag persons shall be certified according to the Virginia Flagger Certification Program. No person shall be permitted to position themselves under any raised load or between hinge points of equipment without first taking steps to support the load by the placing of a safety bar or blocking. Explosives shall be purchased, transported, stored, used and disposed of by a Virginia 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) regulations. No person shall enter a confined space without training, permits and authorization. Fall protection is required whenever an employee is exposed to a fall six feet or greater.

9.25 Special Discounts

9.25.1 During the Contract period, if the Contractor offers promotional discounts as a general practice for items available under this Contract with the result that those prices are lower than the prices available under this Contract, then the promotional discounts shall be made available to the Authority under this Contract.

9.25.2 The effective date for price changes/discounts will be the date that the lower prices/discounts were made available to the Contractor's customers generally.

9.26 Mandatory Pre-Bid Conference & Site Visit

A mandatory pre-bid conference will be held on TBD at 10:00 A.M. at the Authority's Powhite South Administration Building at TBD. The purpose of this conference is to allow potential Bidders an opportunity to tour the Authority's facility, present questions and obtain clarification relative to any facet of this solicitation.

Due to the importance of all Bidders having a clear understanding of the scope of work and requirements of this solicitation, attendance at this conference will be a prerequisite for submitting a bid. Bids will only be accepted from those Bidders who are represented at this pre-bid conference. Attendance at the conference will be evidenced by the representative's signature on the attendance roster. No one will be admitted after 10:05 AM.

Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

9.27 Bid Acceptance Period

9.27.1 Any bid in response to this solicitation shall be valid for 120 days. At the end of the 120 days, the bid may be withdrawn at the written request of the Bidder. If the bid is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled.

9.28 Bid Bond or Guarantee

9.28.1 Each bid shall be accompanied by a bid bond or guarantee of five percent (5%) of the amount of the bid, which shall be a bid bond payable to the RMTA. The sureties of all bonds shall be of such Surety Company or companies as are approved by the State and are authorized to transact business in the Commonwealth of Virginia. Such bid bond shall be submitted with the understanding that it shall guarantee that the Bidder will not withdraw such bid during the period of 120 days following the opening of bids and that, if such bid is accepted, the Bidder will accept and perform under the terms of the Invitation for Bids and purchase order or Contract. The bid guarantee will be returned upon award of Contract.

9.29 Additional Information

9.29.1 The Authority reserves the right to ask any Bidder to submit, and the follow-on right to consider for purposes of awarding the Contract, any information missing from its bid, to clarify its bid, and to submit additional information which the Authority deems desirable and does not affect quality, quantity, price or delivery.

9.30 Qualifications of Bidders

9.30.1 The Authority may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the Contract. Such investigations may include, but are not limited, to fingerprint-based criminal history background checks, credit checks, legal residence checks, or proof of US citizenship. The Bidder shall furnish to the Authority all such information and data for this purpose as may be requested. The Authority further reserves the right to reject any bid if the evidence submitted by or investigations of such Bidder fails to satisfy the Authority that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work/furnish the item(s) contemplated therein.

9.31 Negotiation with the Lowest Bidder

9.31.1 Unless all bids are cancelled or rejected, the Authority reserves the right granted by 2.2-4318 of the *Code of Virginia* to negotiate with the lowest responsive, responsible Bidder to obtain a Contract price within the funds available to the agency whenever such low bid exceeds the Agency's available funds. For the purpose of determining when such negotiations may take place, the Term "available funds" shall mean those funds which were budgeted by the Authority for this Contract prior to the issuance of the written Invitation for Bids. Negotiations with the low Bidder may include a change in requirements, including price. The agency shall initiate such negotiations by written notice to the lowest responsive, responsible Bidder that its bid exceeds the available funds and that the agency wishes to negotiate a lower Contract price. The times, places,

and manner of negotiating shall be agreed to by the agency and the lowest responsive, responsible Bidder.

9.32 Inspection of Job site

9.32.1 The Bidder's signature on this solicitation constitutes certification that the Contractor has inspected and examined the job site of the proposed work and other documents referenced therein before submitting a bid and are satisfied as to the conditions to be encountered in performing the work and the requirements specified in the solicitation. The Contractor is fully aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the Authority.

9.32.2 The Bidder has the right to inspect all elements of the property under the resulting Contract at any time prior to submitting a proposal/bid. Such inspections shall be coordinated cooperatively and as authorized by the Authority. Upon award of this Contract, by the Contractor's signature on the bid, the Contractor agrees and accepts all assets and property 'as-is' at the time of the Contract Start Date.

9.33 Records Exclusion from Public Disclosure

9.33.1 Pursuant to the provisions of §2.2-3705.6 (22) of the *Code of Virginia*, trade secrets, as defined in the Uniform Trade Secrets Act (§ 59.1-336 et seq.), including, but not limited to, financial records, including balance sheets and financial statements that are not generally available to the public through regulatory disclosure or otherwise, and revenue and cost projections supplied by a private or nongovernmental entity to the Richmond Metropolitan Transportation Authority for the purpose of an audit, special investigation, or any study requested by the Inspector General's Office in accordance with law may, subject to a determination by the Authority as described herein, be withheld from public disclosure under the Virginia Freedom of Information Act (FOIA). To enable the Authority to identify data or records that may be subject to this exclusion from disclosure under FOIA the private or nongovernmental entity shall, in accord with procedures adopted by the Authority, make a written request to the Richmond Metropolitan Transportation Authority: invoking such exclusion upon submission of the data or other materials for which protection is sought; identifying with specificity the data or other materials for which protection is sought; and stating the reasons why protection is necessary.

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

9.33.3 If litigation directly or indirectly results from or arises out of a granted exemption, the Contractor will be responsible for all litigation costs incurred by Contractor and/or RMTA associated with such litigation. In no event shall the Richmond Metropolitan Transportation Authority or its officers, employees or agents be liable to the Contractor

as a result of any disclosure of records or data collected by the Authority, its officers, employees or agents, pursuant to an audit, special investigation, or any study requested by the Authority, whether or not the Authority has determined that the requested exclusion from disclosure under FOIA is necessary to protect the trade secrets or financial records of the private entity, and in no event shall the Richmond Metropolitan Transportation Authority, or its officers, employees, or agents be liable to the Contractor for any damages or other claims arising directly or indirectly from a determination that the exclusion from public disclosure will not be granted.

9.34 Estimated Quantities

9.34.1 Estimated quantities, if any, provided herein are reflective of past usage and proposed usage only. Factors that may contribute to the actual quantities, frequencies of service and/or level of effort include, but are not limited to, Executive Orders, Authority directives affecting changes in funding allocated for the services described in this solicitation. The quantities described, if any, are estimates only and RMTA does not guarantee that the Contractor will perform any estimated quantities. At RMTA's sole discretion, any or all of the quantities may be eliminated and, by signing this bid, the Bidder agrees that no claims for Contractor costs or damages will be allowed for a decrease or elimination of any estimated quantities.

9.35 Final Inspection

9.35.1 At the conclusion of the work, the Contractor shall demonstrate to the authorized owners representative that the work is fully operational and in compliance with Contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of the work

9.36 Work Site Damages

9.36.1 Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this Contract shall be repaired to the Authority's satisfaction at the Contractor's expense.

9.37 State Corporation Commission Identification Number

9.37.1 Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid the identification number issued to it by the State Corporation Commission (SCC). Any bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder is not required to be so authorized.

10.0 Bidder's Technical Proposal

10.1 General Instructions for Two Step Bidding Process

10.1.1 In order to be considered for selection, Bidders must submit a complete response to this IFB. One (1) marked original un-priced technical proposal, three (3) copies of each un-priced technical proposal, one (1) electronic copy submitted on a disk and one (1)

electronic redacted copy submitted on a disk of each proposal shall be submitted to the Authority in one sealed envelope or box. If proprietary information is not marked in the proposal, a redacted copy does not need to be submitted. The bid price shall be submitted in a separate sealed envelope marked "Bid Price", and the bid bond in the third envelope marked "Bid Bond" in accordance with Special Terms and Conditions 9.28 - Bid Bond or Guarantee. Bidders are responsible to identify these envelopes marked "Technical Proposal", "Bid Price", and "Bid Bond" respectively. The Bidder shall make no other distribution of the proposal. Proposals will not be accepted by facsimile transmission or by electronic mail. Any proposals received after the receipt date and time will not be considered. It is the Bidder's responsibility to ensure that the sealed bid in response to this Invitation for Bid are received at the Authority's designated receipt location prior to the receipt date and hour shown on signature page of this solicitation. Bids received after that date and hour specified for receipt shall not be considered. Technical proposals will be publicly opened and the names of the Bidders read at the date and time listed on the signature page. Bids must be sealed, with commodity, bid number and receipt date and time shown on face of the envelope, including any special delivery envelopes. The redacted version of the proposal must have all proprietary information deleted that has been marked as proprietary. Section numbers which are redacted should be identified as follows: Example: Section 3, paragraph B: "Redacted". The redacted version of the proposal must be carefully edited, altered, and refined by the Bidder in order to protect and maintain complete confidentiality of protected information.

10.1.2 Technical Proposal Preparation:

- 10.1.2.1 An authorized representative of the Bidder shall sign proposals. All required information must be submitted.
- 10.1.2.2 Technical proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the IFB. Emphasis should be placed on completeness and clarity of content.
- 10.1.2.3 Technical proposals shall be thorough and detailed as possible so that the Authority may properly evaluate your capabilities to provide the required services. Bidders are required to submit a copy of the complete IFB and any signed addendum(s) as issued by the Authority within the technical proposal. Technical proposals must be organized in the order in which the requirements are presented in the IFB. All pages of the proposal should be numbered. Each section in the proposal should reference the paragraph number of the corresponding section of the IFB. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the IFB and tab the proposal. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The technical proposal shall contain a table of contents which cross-references the IFB requirements and contain the information with the following headings in the tabbed sections at a minimum:
 - Organizational Structure, History, Experience, Key Personnel and Subcontracting Restrictions
 - Quality Management Plan
 - Maintenance Operations Plan
 - Emergency Operations & Incident Management Plan

- Customer Service, Timeliness Requirements, Work Accomplishments & Tracking Plan
- Third Party Damage - Account Receivable Claims Process and Reporting, Tort/Damage Claims
- Small Business Subcontracting Plan
- Complete signed IFB Copy and any signed Addendum(s) and Attachments

10.1.2.4 Information which the Bidder desires to present that does not fall within any of the requirements of the IFB should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the IFB requirements are specifically addressed.

10.1.2.5 Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume. The entire proposal shall be limited to 120 typed sheets (excluding résumés, IFB copy and addendums, if issued, equipment list, and signed attachments) on 8½ x 11 inch page size (larger pages are allowed for figures or tables, but they must be folded into the overall proposal and used sparingly) with no font smaller than 11 point.

10.1.2.6 Proprietary Information:
Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the IFB shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Bidder shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Bidder must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute a trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. See 1.9 of the Vendors Manual. Bidder must complete Attachment 26, Proprietary/Confidential Information Summary Form, identifying all proprietary and confidential information included in proposal submission.

10.2 Bidders Understanding of Requirements:

10.2.1 Bidders are responsible to inquire about and clarify any requirement of this IFB that is not understood. **NO ORAL REQUESTS FOR INFORMATION WILL BE ACCEPTED.** Questions should reference specific page number and section. All inquiries related to this IFB must be submitted by e-mail to theresa.simmons@rmtaonline.org or Mark Grossenbacher at mgrossenbacher@hntb.com. Email must include IFB # RMTA FAMS-2018 in subject line.

10.3 Cost of Technical Proposals

10.3.1 The Bidder is responsible for all costs of proposal preparation. The Commonwealth of Virginia is not liable for any costs incurred in response to the IFB.

10.4 Technical Proposal Requirements

10.4.1 The Bidder shall not alter the IFB or addendum documents. Alterations or modifications to the IFB or addendum, scope of services, terms and conditions or special terms and conditions will be considered an alternative bid and the technical proposal will be considered non responsive.

10.4.2 The Bidder's technical proposal shall include a detailed description of how the Bidder will accomplish the tasks noted herein in accordance with the IFB scope of services, terms and conditions, and special terms and conditions. Bidder's technical proposal and required documents submitted by the Bidders shall become an enforceable part of this Contract.

10.4.3 Bidder must submit the name of the person or persons who will be the Authority's contact during the bid evaluation process:

Name _____ Email address _____
Phone number _____

10.5 Qualifications and Action Plans

10.5.1 Organizational Structure, History, Experience and Key Personnel, Subcontracting Restrictions:

The Bidder shall provide a description of the firm's organizational structure and history. The Bidder shall provide the names of the key personnel to be assigned to this project and their relevant experience in the management of transportation asset maintenance services. Describe the firm's experience with similar asset maintenance performance based service contracts, and where applicable with prior TAMS contracts with the Authority. If there is prior experience and history working with the Authority in TAMS contracts, identify those contracts, the general scope of the contract, and provide a summary of that contract experience, to specifically include, but not be limited to, any information with regard to any deductions from payment under the contract for any work not performed, any other issues associated with the performance of the contract requirements, whether the contract was terminated early, and, if so, what reasons were provided for early contract termination.

The Bidder shall also provide a detailed plan as to how the Contractor plans to perform this Contract with its own work force and resources for at least twenty percent (20%) of the total dollar value of the Contract. This twenty percent (20%) amount shall not include profit, overhead, administration, legal, or management (excluding onsite personnel) Contractor costs.

The key personnel shall meet the minimum qualifications described in paragraph 3.1, entitled Personnel. The Bidder shall provide the total number of full-time employees and their work titles that will be assigned to this contract.

10.5.2 Quality Management Plan

The Bidder shall provide a detailed self-inspection plan to ensure all Contract performance measures are met or exceeded, including reporting procedures. The plan must include all internal control methods used to insure quality, workmanship, accountability of all Contractor and sub-contractor personnel, and performance for the entire Contract term.

The Quality Management Plan shall also define reporting procedures to the Authority to ensure approval of proposed work, services, and products. The Bidder shall furnish electronic access to reports produced from the results of the Quality Management monitoring in formats and software acceptable to the Authority.

The Quality Management Plan shall also demonstrate the Contractor's detailed understanding, cooperation, acceptance, and response to Authority timeliness non-performance and MRP non-performance assessment and deduction processes. The Contractor shall include a detailed sample process and calculation for both non-performance assessments of greater than \$10,000 in deductions in one (1) month for timeliness non-performance for a variety of asset services, and greater than \$30,000 as the result of one MRP non-performance process.

Finally, the Quality Management Plan shall demonstrate the Contractor's clear commitment and ability to remedy non-performance issues, and ensure that historical non-performance trends are prevented.

10.5.3 Maintenance Operations Plan

The Bidder shall provide a detailed Maintenance Operations Plan that serves as the work plan for the Contractor to meet the performance requirements for all assets and all activities under the Contract. The Bidder shall provide a plan and implementation process that will be adjusted to accommodate unforeseen trends, and increases in the need to proactively plan additional maintenance activities.

The Bidder shall provide an annual work plan for the first year of the Contract that details actual quantities, units of measure, production amounts that are associated with each Asset Group and Asset Item, and the time-frame during the first year each activity is expected to be performed.

The Bidder shall describe in detail how the Contractor will plan the work activities and maintain the minimum measures of the Contract Requirements and the Performance Criteria.

The Bidder shall provide a detailed plan and a list of assets with quantities on what the Contractor plans to provide as preventive maintenance beyond the Tolerance and Criteria for each asset type for the length of the contract.

If applicable to snow and ice removal, the Contractor's plan shall present the Contractor's intended response to snow and ice events. The Contractor's plan shall present the method of supplying requested equipment. The Contractor shall provide an equipment list including the year, type, model and number of equipment, and which equipment is

owned, leased or sub-contracted (Attachment 21). To assess the knowledge of the Contractor's ability to manage snow and ice control operations, the Bidder shall provide two detailed plans of how the Contractor will comply with the Contract requirements for a snow storm from 8:00 am to 6:00 pm on one (1) Day with a total accumulation of 6 inches within the highways and air temperatures at 30 degrees Fahrenheit defined in this IFB, and for a snow storm over a 48 hour period with an accumulation total of 16" which included 3 hours (continuous or separate times) in which the Contractor experienced heavy falling snow of 3" per hour.

10.5.4 Emergency Operations & Incident Management Plan

The Bidder shall provide a detailed Emergency Operations and Incident Management plan as to how emergency events and incidents covered by the Contract will be handled. The plan should include the Contractor's planned initial response efforts, and demonstrate the Bidder's understanding and ability to comply with assisting the Authority with the processes, reporting requirements, and timeframes used for RMTA reimbursement submittals to FEMA and FHWA. The Bidder shall also provide a detailed approach to weather related incidents (flooding, tornadoes, hurricane, fog, etc.) major and minor crashes, hazardous material releases, and abandoned Hazardous Materials.

The Bidder shall detail its management structure, response time, detour plan, equipment that will be used, and required resources the Bidder will provide in each emergency and incident response scenario. Finally, the Bidder shall include a detailed approach within this plan to ensure adequate staff and resources are available and on call twenty-four (24) hours a day for responding to all emergencies and incidents.

10.5.5 Customer Service, Work Accomplishments, Timeliness Requirements & Tracking Plan

The Bidder shall describe in detail the system or method that will be employed in order to track, monitor and ensure compliance with all customer service, work accomplishments, and timeliness to meet contract requirements.

10.5.6 Third Party Damages - Accounts Receivable Claims Process and Reporting, & Tort/Damage Claims

The Bidder shall describe in detail the process for handling and executing the recovery of monetary amounts due to 3rd party damages. Third party damages are those that occur as a result of an accident or incident, and not from ordinary wear and tear of the highway, such as potholes and low shoulders.

The Bidder shall describe the complete process, including other possible solutions, outlining the method, approach, detailed processes, and procedures in dealing with claims from negligence of the Contractor performing the contract. The Contractor shall also describe how Third Party Tort/Damage Claims are handled step by step from the time a claim is received to how a final outcome is reached. Samples of the process and Contractor's communications with the claimant shall be provided including standard forms, letters and shall include the Contract requirements of section 4.6.5, entitled Tort/Damage Claims in the proposal.

10.6 Evaluation and Award Criteria

10.6.1 Evaluation Criteria

The technical proposal will be opened and those Bidders deemed responsive will be scored by the proposal evaluation committee. The Bidder’s technical proposal final score will be the average score of the individual evaluation committee members. ”Acceptable” is deemed a average score of 75 points or higher; however, Bidders with an average score of 75 points or higher overall in the evaluation criteria, but who score less than an average score in any one individual evaluation criterion will be deemed “not meet” the technical evaluation criteria and will be deemed “not acceptable”. Bidders whose technical proposal score is less than 75 will not be considered for an award. The Bidder’s sealed price proposal envelope will be returned to the Bidder unopened if the Bidder’s technical proposal is deemed “not acceptable.”

Technical Proposals shall be evaluated using the following criteria:

Qualifications and Action Plans	Scoring
Organizational Structure, History, Experience, Key Personnel and Subcontracting Restrictions	20
Quality Management Plan	5
Maintenance Operation Plan	35
Emergency Operations & Incident Management Plan	25
Customer Service, Timeliness Requirement, Work Accomplishments and Tracking Plan	10
Third Party Damage, Accounts Receivable Claims Process and Reporting, Tort/Damage Claims	5

10.7 Award of Contract

The Authority intends to recommend to the Authority’s Board of Directors to award to the lowest responsive and responsible Bidder who is evaluated “acceptable” under the provision of paragraph 10.6.1. The Authority’s Board of Directors will approve RMTA making an award of the Contract. The lowest responsive, responsible “acceptable” Bidder shall thereafter submit to the Authority detailed bid documents within 30 Days of Award. The detailed bid documents will not be considered a trade secret or proprietary information unless identified as such in accordance to 2.2-4342F of the *Code of Virginia*. The Authority reserves the right thereafter to conduct any test it may deem advisable and to make all further evaluations of the detailed bid documents prior to making final award and executing a Contract. The Authority reserves the right to reject any or all technical proposals and/or bids, in whole or in part, to waive informalities and to delete items prior to making the award whenever it is deemed in the opinion of the Authority as the procuring public body to be in its best interest.

ATTACHMENT 1 - Location of Services

Location of Services and Project Limits

All mileage is approximate.

Flexible Asset Maintenance Services (FAMS): The FAMS will be performed within the right-of-way limits on portions of SR 195, all of SR 146 and a portion of SR 76 located in Richmond, Virginia to include all on and off ramps. The FAMS consists of approximately 6.2 center lane miles and 55.2 lane miles including all ramps up to the intersection of non-FAMS route(s) pavement edge. RMTA will provide a CD at the pre-bid conference containing the boundaries for ramps. This information will be incorporated into the Contract.

Location of Services

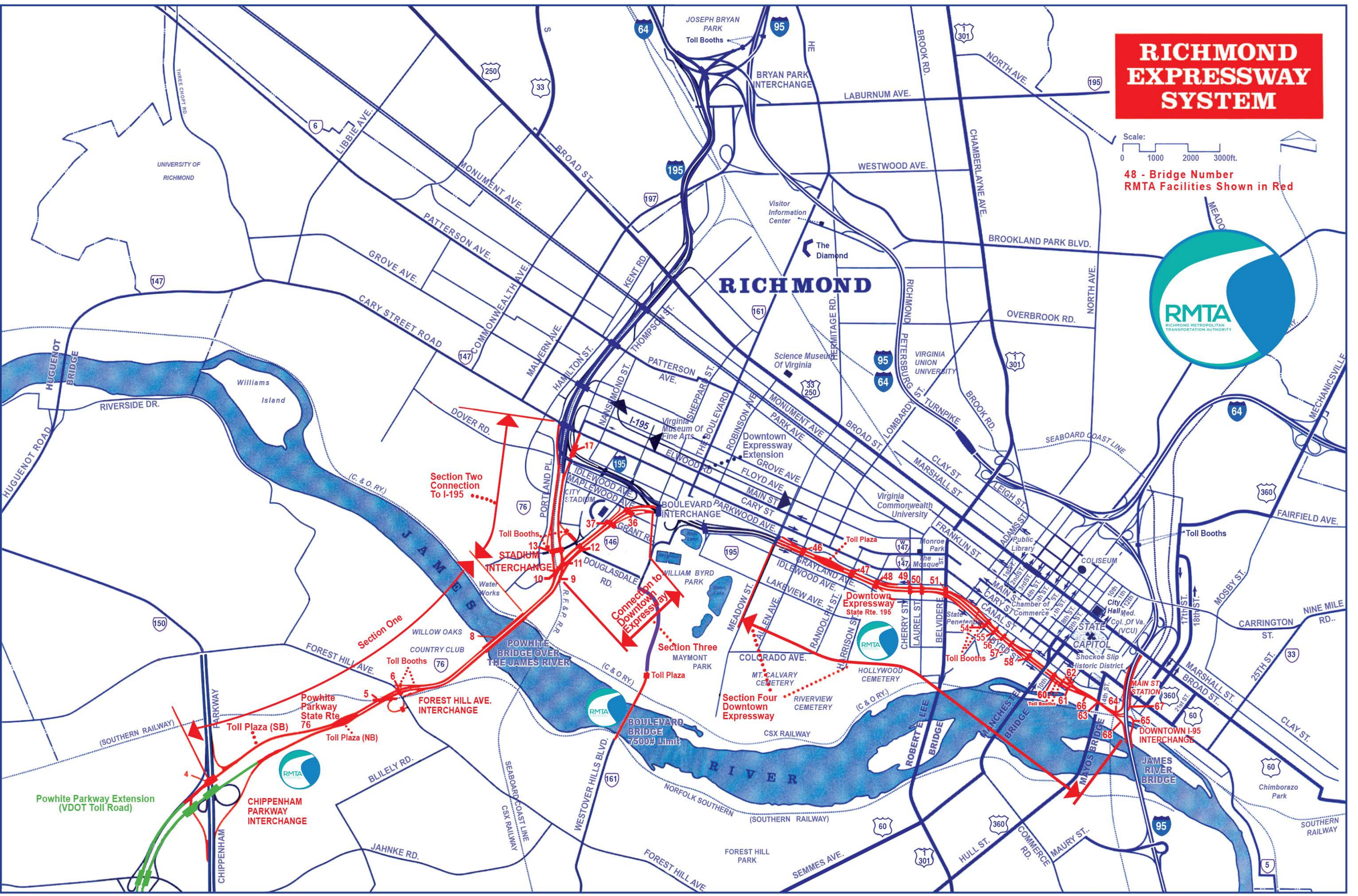
<u>ROUTE</u>	<u>COUNTY</u>	<u>BEGIN</u>	<u>MP</u>	<u>END</u>	<u>MP</u>	<u>TOTAL C/L MILES</u>
SR 195	City of Richmond	I-95 Interchange/ SR 195	0.0	SR 195/Meadow St	2.2	2.2
SR 146	City of Richmond	SR95/I-195/SR146 Interchange	N/A	SR 146/SR 76	N/A	0.8
SR 76	City of Richmond	I-195/Cary Street/ SR76	0.0	SR76/Chippenham	3.2	3.2

ADD RMTA SYSTEM MAP

RICHMOND EXPRESSWAY SYSTEM

Scale:
0 1000 2000 3000ft.

48 - Bridge Number
RMTA Facilities Shown in Red



ATTACHMENT 2 –Maintenance Activities

- All Inclement Weather Events
- Asphalt Concrete Pavement, Pothole
- Attenuator Repair
- Bridge & Culvert Maintenance Cleaning
- Clean Drainage Structures
- Contract Maintenance Supervision and Inspection
- Damage and Repair to Asset Resulting from Incidents or accidents
- Fence Repair/Replacement
- Graffiti Removal
- Guardrail Repair/Replacement
- Hydraulic Cement Concrete Pavement, Slab/Pothole repair
- Illegal Sign/Structure Removal
- Incident Management
- Lighting Maintenance Repair/Replacement
- Litter, Debris and Road Kill Removal
- Mowing
- Supervision, Inspection of Highway Maintenance Activities
- Sign Repair/Replacement
- Roadway Sweeping
- Tree, Brush, and Shrub Pruning and Removal
- Vegetation and Weed Control

ATTACHMENT 3 - Performance Criteria Part A

ASSET	OUTCOME	TOLERANCE & CRITERIA
ROADSIDE ASSET GROUP		
Brush and Trees	No hazardous trees Unobstructed sight distance Vertical clearance Structure inspection & repairs unobstructed Proper notification shall be provided to local owners before pruning trees	<p>MRP Requirements:</p> <ul style="list-style-type: none"> No shrub, trees or brush within 30 feet or to ditch line affecting sight distance or clear zone of RMTA property Vertical clearance of 20’ over roadway (includes shoulders). Vertical clearance of 7’ over sidewalks. No live, leaning or dead trees that present a hazard. <p><i>Note: A “hazardous tree” is a tree with structural defects likely to cause failure of all or part of the tree, which could strike a roadway, paved shoulder, bridge, or overhead sign structure, or any situation or condition that causes, or has the ability to cause, an unsafe condition to the traveling public or presents the possibility to cause damage to a public and/or private property.</i></p> <ul style="list-style-type: none"> Horizontal clearance of 15’ on each side of structures for its entire length Vertical clearance of 15’ under the entire length of structures <p>Timeliness Requirement:</p> <ul style="list-style-type: none"> Shrub/Trees/brush affecting sight distance to regulatory or warning signs and/or creating safety hazard shall be removed within 48 hours of notification or discovery. Shrub/Trees/Brush affecting site distance to all other signs or clear zones shall be removed within seven (7) Days of notification or discovery. Shrub/Trees/Brush affecting Vertical clearance over roadways or over sidewalks shall be removed within thirty (30) Days of notification or discovery. Trees/Brush affecting Horizontal, Vertical clearance or Utility Inspection on each side or under the entire structure shall be removed within thirty (30) Days of notification or discovery
Debris & Road Kill	Roadway free of debris & road kill No dump sites	<p>Requirement:</p> <ul style="list-style-type: none"> Owner of household pets to be notified if identification is available. <p>MRP Requirements:</p> <ul style="list-style-type: none"> No dump sites on right-of-way. Debris and Road kill shall be removed and properly disposed.

ASSET	OUTCOME	TOLERANCE & CRITERIA
		<p>Timeliness Requirement:</p> <ul style="list-style-type: none"> • If road kill or debris is on pavement surface, Contractor shall respond Immediately upon notification or discovery. • Road kill or Debris not on pavement surface, but within entire right-of-way area, shall be removed from the right-of-way and properly disposed within three (3) Days of notification or discovery.
Illegal Signs/ Structures	Right-of-way free of illegal signs or structures	<p>MRP Requirements:</p> <ul style="list-style-type: none"> • No illegal signs on the right-of-way. • No illegal structures on the right-of-way. <p>Timeliness Requirement:</p> <ul style="list-style-type: none"> • Contractor shall remove illegal signs/structures within three (3) Days of notification or discovery.
Vegetation/Weed Control	Structures free from damaging vegetation	<p>MRP Requirements:</p> <ul style="list-style-type: none"> • Concrete barriers, jersey walls and parapet walls free of vegetation. • Retaining walls free of vegetation growing through joints <p>Timeliness Requirements:</p> <ul style="list-style-type: none"> • Vegetation/weeds growing on structures listed above shall be removed within thirty (30) Days of notification or discovery
Fence	Functional Structurally sound	<p>Requirements:</p> <ul style="list-style-type: none"> • Any damaging item shall be removed from fence and properly disposed of. • Any damaged or fallen fencing that allows access shall be mitigated. <p>MRP Requirement:</p> <ul style="list-style-type: none"> • No damage that allows access. <p>Timeliness Requirements:</p> <ul style="list-style-type: none"> • Any damaged or fallen fencing that allows access shall be mitigated Immediately upon notification or discovery. • Item to be removed from the fence within seven (7) Days of notification or discovery. • Permanent repairs/replacements must be completed within thirty (30) Days.

ASSET	OUTCOME	TOLERANCE & CRITERIA
DRAINAGE ASSET GROUP		
Storm Drains & Drop Inlets	Functional	<p>MRP Requirements:</p> <ul style="list-style-type: none"> No obstructions $\geq 25\%$ of opening (includes top, throat & drop inlet). <p>Timeliness Requirements:</p> <ul style="list-style-type: none"> Storm Drains and Drop Inlets that are greater than 25% closed shall be cleaned and opened within thirty (30) Days. Blockages causing flooding or that could cause flooding or significant erosion that impacts the highway, structures or adjacent property shall be Immediately mitigated upon discovery or notification.
Curb & Gutter, Curbing Raised, Concrete Median	In line Draining - Functional	<p>MRP Requirements:</p> <ul style="list-style-type: none"> No obstruction which impedes the flow of water that may impact the travelway. <p>Timeliness Requirements:</p> <ul style="list-style-type: none"> Open complete blockages and abate significant erosion Immediately upon discovery or notification. Clean debris or remove vegetation impeding flow to clear flow lines within thirty (30) Days from notification or discovery.

ASSET	OUTCOME	TOLERANCE & CRITERIA
TRAFFIC ASSET GROUP		
Signs (static) – Post Mounted	Meets Reflectivity Standards Clean & Clear Free of Damage	<p>Requirement:</p> <ul style="list-style-type: none"> Meets current reflectivity standards (Type VIII sheeting or better), as updated for replacements only. <p>MRP Requirements:</p> <ul style="list-style-type: none"> Surface clean & legible. ≤20% damage to surface of sign (scratches, dents, bullet holes, etc.). No down, leaning (+/-15 degrees) or missing signs The bottom of mile marker signs shall be a minimum of 48 inches above the ground surface. <p>Timeliness Requirements:</p> <ul style="list-style-type: none"> Downed Regulatory/Warning signs shall be temporarily erected and visible to the traveling public Immediately upon notification or discovery. Damaged Regulatory/Warning/Exit signs shall be repaired or replaced within seven (7) Days of notification or discovery. All other damaged signs shall be repaired or replaced within forty five (45) Days of notification or discovery.
Lighting – Roadway	Operational Structurally sound	<p>Requirement:</p> <ul style="list-style-type: none"> RMTA Structure Report shall be used for other maintenance needs. <p>MRP Requirements:</p> <ul style="list-style-type: none"> Warning, Bridge Mounted Navigation, anti-collision Lights - Functional at all times Conventional Lighting (single or double lamp structure): ≥50% of lamps operating per 1/10 mile segment of same travel direction. High Mast Lighting: ≥50% of lamps per structure functional at all times. Warning, Conventional, or High Mast Lighting: No damaged or missing parts. Structure and support areas kept free of dirt and debris. <p>Timeliness Requirements:</p> <ul style="list-style-type: none"> Damaged or non-functional lighting structures shall be mitigated Immediately to eliminate any hazardous condition and repaired or replaced within twenty (20) Days of notification or discovery. If more than two (2) consecutive conventional lighting lamps or photocells are inoperable, such lamps or photocells shall be replaced or repaired to be operational within ten (10) Days of notification or

ASSET	OUTCOME	TOLERANCE & CRITERIA
		<p>discovery.</p> <ul style="list-style-type: none"> • Daytime burning lamps and circuits shall be repaired with 24 hours of notification or discovery. • Repair or replace Warning bridge Mounted Navigation or anti-collision lights within 24 hours of notification or discovery
<p>Lighting - Under Deck or Tunnel (includes Tunnels under the Expressway Parking Deck and the Kanawha Plaza Park)</p>	<p>Operational Safe</p>	<p>MRP Requirements:</p> <ul style="list-style-type: none"> • No damaged, loose or missing parts. • Daytime burning lamps and circuits shall be repaired Immediately for tunnels only. • 75% of lamps shall be functioning properly at all times, per structure. • No two (2) consecutive lights inoperable <p>Timeliness Requirement:</p> <ul style="list-style-type: none"> • Damaged or non-functional lamps/structure shall be repaired or replaced within seven (7) Days of notification or discovery. • Daytime burning lamps and circuits shall be repaired with 24 hours of notification or discovery.
<p>Guardrail (includes terminal end and fixed object attachments)</p>	<p>Functional</p>	<p>Requirements:</p> <ul style="list-style-type: none"> • Meets US DOT FHWA Repair and Maintenance Guide Standards (existing) Per FHWA-SA-08-002/W-Beam Guardrail Repair & Maintenance • Meets NCHRP 350 standards (for installations). • Maintain high tension cable guardrail per manufactures specification <p>MRP Requirements:</p> <ul style="list-style-type: none"> • No Damage of any rail beam that is torn, separated or rusted thru • No more than two (2) posts are broken. • No more than two (2) posts are separated from rail • No damaged rail beam that is pushed more than 12 inches • No cables loose or improperly secured. • No nonfunctioning high tension cable guardrail when 1 or more post is broken or separated. • Any replaced guardrail terminals shall not be replaced with Trinity ET-PLUS terminals with 4” channels in adherence to VDOT Memorandum GR9 Trinity ET Plus Guidance2 Construction Division dated 10-28-14

ASSET	OUTCOME	TOLERANCE & CRITERIA
		<p>Timeliness Requirements:</p> <ul style="list-style-type: none"> • Damaged guardrail shall be mitigated Immediately upon notification or discovery. • Non-functional guardrail defined as function 1 in FHWA-SA-08-002/W-Beam Guardrail Repair shall be repaired or replaced permanently within seven (7) Days of notification or discovery. • Damaged guardrail (defined as function 2 within the above FHWA referenced documents) but functional guardrail shall be repaired or replaced within thirty (30) Days of notification or discovery. • Non-functioning high tension cable guardrail shall be repaired or replaced within two (2) Days.
Impact Attenuators	Functional Undamaged	<p>MRP Requirements:</p> <ul style="list-style-type: none"> • No damaged or missing parts. • Properly maintained/aligned, with no foreign material present that impacts its functionality. <p>Timeliness Requirements:</p> <ul style="list-style-type: none"> • Damaged attenuators shall be mitigated and area protected Immediately upon notification or discovery. • Damaged attenuators shall be repaired within seven (7) Days, and replaced within fourteen (14) Days, of notification or discovery.
ROADWAY & SHOULDER ASSET GROUP		
Flexible Pavements (Asphalt Concrete or Bituminous Concrete)	Safe Durable Smooth surface	<p>MRP Requirements:</p> <ul style="list-style-type: none"> • No potholes less than 15 ft². All potholes greater than 15 ft² will be addressed under a separate contract by RMTA. • No pavement distresses that present a safety hazard <p>Timeliness Requirements:</p> <ul style="list-style-type: none"> • Temporary repairs to potholes shall be implemented Immediately upon notification or discovery. • Permanent repairs to potholes shall be completed within ten (10) Days of notification or discovery during seasons when asphalt plants are operating Temporary patches shall be maintained until patches are permanent.

ASSET	OUTCOME	TOLERANCE & CRITERIA
Rigid Pavements (Hydraulic or Portland Cement Concrete)	Safe Durable Smooth	<p>MRP Requirements</p> <ul style="list-style-type: none"> No pavement failures less than 15 ft². All potholes greater than 15 ft² will be addressed under a separate contract by RMTA No pavement distresses that present a safety hazard <p>Timeliness Requirements:</p> <ul style="list-style-type: none"> Temporary repairs to spalling/potholes of any size shall be repaired Immediately upon notification Permanent repairs to pavement failures shall be completed within ten (10) Days of notification.
BRIDGE ASSET GROUP		
Deck (includes only deck sweeping and drainage system)	Safe Structurally Sound Surface water drains as designed Free of Dirt/ Debris	<p>Requirements:</p> <ul style="list-style-type: none"> Bridge drains shall be open, functional and free of dirt, debris and vegetation. Perform all deck sweeping. <p>MRP Requirements:</p> <ul style="list-style-type: none"> The deck is free of foreign material (sand, grass, stones, limbs, trash, etc.). Drainage system (drains, scuppers, trough, etc) is free of debris, clean and functioning as designed. <p>Timeliness Requirements:</p> <ul style="list-style-type: none"> Foreign objects must be removed from any surface where free drainage of the surface is impaired or causes moisture retention on surface. Removal must occur within seven (7) Days of notification or discovery. Complete cleaning and unplugging of any clogged steel grill or drain pipe that cause ponding on bridge decks Immediately upon notification or discovery. Complete unplugging of any grills, drains pipes or flumes that are plugged, but do not cause ponding on bridge deck within fourteen (14) Days of notification or discovery.

ASSET	OUTCOME	TOLERANCE & CRITERIA
SERVICES GROUP		
Incident/Emergency Response	Timely Efficient Safe Effective	<p>Requirements:</p> <ul style="list-style-type: none"> • The Contractor shall provide equipment and labor resources necessary to support Emergency Services Responders, for Incident Management Operations for twenty-four (24) hours a day & seven (7) days a week. • The Contractor, upon arrival at the site of the incident, shall report to the Incident Command for direction, and to provide and support adequate resources to properly handle any and all traffic control needs to insure the safety of the incident scene and traveling public. • The Contractor shall provide timely notification of arrival and departures covering all incidents to the Contract Administrator, Traffic Operations Center and RMTA. • Contractor will coordinate activities in accordance with the terms outlined in the VDOT, VDEQ, VDEM interim agreement for emergency response (executed by VDOT May 12, 2005, see Attachment 12) and any subsequent agreements that substantially reflect the terms outlined in the interim agreement. <p>Timeliness Requirements:</p> <ul style="list-style-type: none"> • Provide onsite response from 6:00 am to 6:00 pm Monday through Friday within thirty (30) minutes or notification or discovery • Provide onsite response during off peak hours, on weekends and holidays within sixty (60) minutes or notification or discovery with overlapping hours being thirty (30) minutes. • Temporary lane closures if needed or required, shall be installed Immediately upon arrival on scene. • Traffic detours and diversions, if needed or required, shall be installed within sixty (60) minutes after being directed by Incident Command or by RMTA.

ASSET	OUTCOME	TOLERANCE & CRITERIA
Customer Response	Timely Efficient Effective Productive	<p>Requirement:</p> <ul style="list-style-type: none"> All customer concerns/ requests shall be resolved to the Authority's satisfaction. <p>Timeliness Requirements:</p> <ul style="list-style-type: none"> Contact the customer within 48 hours following the initial customer inquiry. Work resulting from request shall be scheduled to meet the contractual timeliness requirements as specified herein. Follow-up contact within three (3) Days of the scheduled work to provide the customer an expected completion date. Any request that results in deeming to be unsafe shall be remedied Immediately.
Roadway Sweeping	Safe, Clean appearance Free of Debris	<p>Requirement:</p> <ul style="list-style-type: none"> Contractor to provide, at a minimum of two (2) times per year, a schedule of planned sweeping operations for the entire RMTA Expressway System. <p>Timeliness Requirement:</p> <ul style="list-style-type: none"> Contractor shall respond and remove spot sweepable debris (sand, dirt, gravel, litter etc.) within 7 Days of notification or discovery.
Graffiti Removal	None present	<p>MRP Requirement:</p> <ul style="list-style-type: none"> No graffiti within the contract limits. No graffiti visible from the roadway. <p>Timeliness Requirement:</p> <ul style="list-style-type: none"> Graffiti to be removed within seven (7) Days from notification or discovery.
Snow & Ice Control		See Attachment 11

ATTACHMENT 3 - Performance Criteria Part B

Mowing Performance Criteria

A. MOWING REQUIREMENTS:

1. This work shall consist of mowing vegetation and litter/debris removal within the RMTA Right-of Way and include all ramps, medians, and gore areas (as required) on routes as specified herein. Mowing shall be performed in accordance with the current RMTA mowing practices. Vegetation shall be mowed in such a way as to exhibit a uniform appearance and height, without skips or uncut areas. The Contractor shall be expected to give special attention to mowing gore areas, infield areas, medians, curves and intersections in a manner to assure safe sight distance. Contractors are to include all efforts and equipment resources necessary for the specific area, turf or terrain.
 - a. Contractor shall provide at a minimum of 5 mowing cycles at approximate equal intervals between July 1, 2018 and October 2018 during year 1 of the contract engagement. During subsequent contract terms, the Contractor shall provide a minimum of 7 mowing cycles at approximate equal intervals between April 1 and October 30. Mowing cycle shall be completed within 3 days.
 - b. Lowest Cut Limit: Vegetation shall be cut to a height between four (4) and six (6) inches. Mowing to a cut less than four (4) inches is prohibited. Such mowing, including scalping may damage or kill the desirable turf species. Areas denuded, reduced in vegetation density or scalped due to improper Contractor mowing practices shall be reseeded at the Contractor's expense, in accordance with the current Road and Bridge Specifications.
 - c. Contractor is not responsible for mowing the landscaped areas on the Downtown Expressway or the landscaped areas surrounding the Boulevard Bridge toll plaza, the Downtown Expressway toll plaza, Powhite Parkway North toll plaza and Powhite Parkway South toll plaza.

INCLUDE GOOGLE EARTH PICTURES OF THE LANDSCAPED AREAS

B. GENERAL MOWING STANDARDS:

1. All mowing operations shall be performed in accordance with the Suggested Mowing Practices in the VDOT Best Practices Manual and in accordance with all supplements and references contained within this Contract.
2. **TRACTORS:** The use of a tractor for mowing shall mean the cutting of those areas accessible to tractors and where ground topography allows a tractor to safely traverse. The tractor mowers shall mow only in the direction of traffic. Tractors shall also be grouped together in a gang type mowing operation where it is possible and vegetation shall be mowed in such a way to exhibit a uniform appearance without skips or areas where tires have rolled vegetation down leaving it uncut. Uncut areas or skips which are required to be mowed shall be corrected in a self-policing manner by the Contractor at all times. In addition, such corrections shall be made by the Contractor within no less than 24 hours of discovery or notification by the Authority. Care shall be taken **not** to mow, no-mow turf species, wildflower plantings, planted trees and shrubs. The Contractor shall be responsible for replacing in-kind any such plants damaged by the Contractor at their expense. Such plantings by the Contractor shall be done in accordance with RMTA planting requirements as provided and approved by the Contract Administrator. The Contractor is also responsible for the damage to state property and the replacement of traffic signs, delineator posts, utility boxes, guardrail, etc., or private property such as mailboxes, paper boxes, etc. if any such assets or property are damaged as a result of the Contractor's mowing operations. The Contractor shall repair damaged property at their expense.
3. **NON-TRACTOR:** The use of non-tractor type equipment for mowing shall mean the cutting of those areas that cannot be mowed or trimmed by tractor due to inaccessibility or where the terrain topography is too dangerous (as determined by the Authority) to be traversed by tractor mowers. Non-tractor mowing shall

be performed in those areas where access of equipment is limited and boom axes and/or handheld tools (such as “weedeaters”, push mowers, etc.) are required to present a neatly trimmed and uniform appearance. These areas include, but are not limited to; the trimming of narrow or raised medians, bridge structures, delineators, signs, mail boxes, guardrails, cracks in pavement behind guardrail and other obstructions. Non-tractor mowing shall be performed no later than two (2) days after the area has been tractor mowed.

4. The Contractor’s personnel shall remove vegetation debris from the travel roadways, gutter pans, and drainage structures after each mowing, and non tractor mowing operation.
5. When mowing behind a guardrail, mowing shall be performed in accordance with the guardrail deflection zone requirements for the type of guardrail (measured from the base of the support post) in the mowing area. The Contractor shall request clarifications from the RMTA Contract Administrator for deflection zone measurements for the guardrail located with the boundaries of the contract.
6. The Contractor shall mow all areas to, from and around any utility meters or other electronic components for easy accessibility.

C. LITTER/DEBRIS REMOVAL

Litter Removal shall be a component of each mowing cycle. The Contractor shall provide equipment and personnel to collect, remove and dispose of any and all litter from the mowing area PRIOR to any mowing. The Contractor’s personnel shall also pickup and dispose of any litter that is discovered during or after mowing operations and shall take all actions necessary to prevent damage to mowing equipment or the traveling public during mowing operations. All litter, as collected, shall be containerized immediately and kept, at all times, off the traveled portions, shoulders, and right-of-ways, including emergency lanes. Collected litter shall be disposed in an approved land fill at the end of each day by the Contractor at the Contractor’s expense.

D. EQUIPMENT

BLADES/CUTTING EDGES: All blades on mowing equipment shall be sharp to provide a clean cut. Rough cuts due to dull blades may result in poorly groomed turf. The Contractor, at his own expense, shall re-mow those areas that do not leave a uniform appearance.

E. METHOD FOR PAYMENT

The Contractor shall be paid for tractor mowing, non-tractor mowing and litter removal services by cycle in accordance with the Scope of Work regardless of equipment used or level of effort. The price per acre mowed shall include all necessary labor, equipment, materials, supervision, fuel, traffic control, and incidentals necessary to complete the work.

Payments for services rendered by the Contractor will only be made for Contractor invoices that are authorized and validated by the Contract Administrator.

ATTACHMENT 4 – Traffic Control Restrictions

All maintenance of traffic operations shall be conducted in accordance with the most current versions of the Manual on Uniform Traffic Control Devices (MUTCD), the Virginia Work Area Protection Manual (WAPM), and subject to the approval of the Engineer, VDOT, City of Richmond, and the RMTA. The Contractor shall prepare and submit a Maintenance of Traffic (MOT) Plan for review and approval by the Engineer for each phase of construction. The Contractor's signing and MOT plan shall consider the efforts of adjacent contractors, motorists and pedestrian traffic.

The Contractor shall provide the Engineer no less than 7 calendar days notice before closing any lane, ramp or bridge. A minimum of 10 calendar days notice is required if the request is to close Boulevard Bridge. A minimum of 14 calendar days notice is required if the request is to close any lane that would impact or extend onto a VDOT/City of Richmond roadway. Approval to close any ramp or bridge is subject to review and consideration of event traffic in the vicinity.

No work or installation of any MOT devices may commence unless the work can be completed and the area reopened to traffic within the allowable lane closure hours, AND the Contractor has a contingency plan approved by the Engineer. No less than (7) calendar days prior to beginning the work, the Contractor shall submit a contingency plan to the Engineer for approval. This plan shall detail temporary protective measures to allow for restoration of the road for use when the Contractor is unable to complete a repair due to unusual circumstances beyond his control. Temporary protective measures shall only be used in emergency situations and are not allowed to remain in place for an extended period of time without authorization by the Engineer.

The Contractor shall be aware that no traffic control devices (such as Group II channeling devices, cones, Arrow Boards, etc.), with the exception of advance warning signs, shall be placed on any median, roadway or shoulder prior to the time shown. Advance warning signs may be placed not more than thirty (30) minutes prior to the begin time in this special provision. All traffic control devices including advance warning signs and detours shall be removed, the roadway free of debris, and the lane open to traffic by the end time in this special provision.

The Contractor shall be aware that failure to comply with the times set forth in this special provision could result in liquidated damages.

Prior to setting any lane or shoulder closures, the Contractor shall meet with the Engineer to review MOT for each of the lane closures the Contractor intends to perform. The Contractor shall prepare a sketch identifying the signs to be used and their respective locations. Sketches shall be prepared in accordance with the current version of the WAPM. The Contractor shall coordinate these meetings with the Engineer, so that the RMTA has no less than (7) days after the meeting ends, to advise the motoring public of upcoming traffic restrictions. Maintenance and installation of all lane closures shall be the sole responsibility of the Contractor.

DOWNTOWN EXPRESSWAY (DTE) & BELTLINE EXPWY. CONNECTOR TO DTE

Eastbound DTE/Northbound Connector: The road is to be clear by 6:00 a.m.

Westbound DTE/Southbound Connector: The road is to be clear by 3:00 p.m.

TIMES OF ALLOWABLE SINGLE LANE CLOSURES:

(1) E.B. DTE / N.B. Connector:

A. Weekdays – 10:00 a.m. to 6:00 a.m.

B. Weekends – 10:00 a.m. Friday – 6:00 a.m. Monday

(2) W.B. DTE / S.B. Connector:

A. Weekdays – 6:00 a.m. to 3:00 p.m. & 7:00 p.m. to 6:00 a.m.

B. Weekends – 7:00 p.m. Friday – 3:00 p.m. Monday

TIMES OF ALLOWABLE MULTIPLE LANE CLOSURES: Multiple lane closures which restrict open lanes to (1) one in a single direction.

(1) E.B. DTE / N.B. Connector:

A. Weekdays – 7:00 p.m. to 6:00 a.m.

B. Weekends – RMTA shall decide allowable times based on individual weekend request by Contractor

(2) W.B. DTE / S.B. Connector:

A. Weekdays – 9:00 p.m. to 6:00 a.m.

B. Weekends – RMTA shall decide allowable times based on individual weekend request by Contractor

NUMBER OF LANES CLOSED (ANY DIRECTION)

- All roadways must have a minimum of (1) one lane open at all times. If a full roadway closure is required, the Contractor, the Authority and the Engineer shall schedule a mutually agreeable time. The length of the full closure shall be minimized by the Contractor.
- Where three (3) or more roadway lanes exist, the number of lanes which the Contractor may close is at the Engineer's discretion, based on the geometry of the area where lane/shoulder closures are desired.

DTE TOLL PLAZA (GATED LANES) AND EXPRESS LANES (ORT ZONE) RESTRICTIONS

NUMBER OF LANES CLOSED W.B DTE TOLL PLAZA (GATED LANES)

- No more than one lane closure will be permitted at any time for the cash lanes 43-46.
- One (1) Full Service lane must remain open at all times.
- No Toll Lane shall be closed from 3:00 p.m. to 7:00 p.m.
- Lane 45 (Secure Booth) may not be closed from 11:00 p.m. to 7:00 a.m. any day

NUMBER OF LANES CLOSED E.B DTE TOLL PLAZA (GATED LANES)

- There shall be at least three toll lanes open in a single direction at all times.
- One (1) Full Service lane must remain open at all times.
- No Toll Lane shall be closed from 3:00 p.m. to 7:00 p.m.
- Lane 55 (Secure Booth) may not be closed from 11:00 p.m. to 7:00 a.m. any day

NUMBER OF LANES CLOSED W.B DTE EXPRESS (ORT) LANES

- No more than two lane closures will be permitted at any time for the WB express lanes 47- 49.
- No Toll Lane shall be closed from 3:00 p.m. to 7:00 p.m.

DOWNTOWN EXPRESSWAY (DTE) RAMP CONNECTIONS TO/FROM I-95

Lane closures on Bridges 63 and 66 shall only be permitted at nights between 9 P.M. and 6 A.M. and on weekends between 9 P.M. Friday and 6 A.M. Monday. Closures of Ramp Bridges 64, 65, 67 and 68 shall only be permitted at nights between 10 P.M. and 5 A.M. weekdays, and on weekends between 5 A.M. Saturday and 5 A.M. Monday.

There shall be no total closures of the either the eastbound Downtown Expressway (DTE) or westbound DTE permitted; One lane shall be maintained on Bridge 63 and Bridge 66 at all times. In addition, Contractor shall maintain at least one ramp entering and at least one ramp exiting the city at all times; Bridge 64 shall not be permitted to be closed while Bridge 65 is closed and Bridge 67 shall not be permitted to be closed while Bridge 68 is closed.

All lane closures must be coordinated with VDOT, RMTA and the Engineer for final approval of dates and times. Contractor shall notify VDOT Smart Traffic Center at 804-796-4520 to advice of the lane closure status of these bridges

POWHITE PARKWAY

Northbound/Eastbound: The road is to be clear by 6:00 am.
Southbound/Westbound: The road is to be clear by 3:00 pm.

TIMES OF ALLOWABLE SINGLE LANE CLOSURES:

- (1) Northbound/Eastbound:
 - A. Weekdays – 10:00 a.m. to 5:00 a.m.
 - B. Weekends – 10:00 a.m. Friday – 5:00 a.m. Monday
- (2) Southbound/Westbound:
 - A. Weekdays – 6:00 a.m. to 3:00 p.m. & 7:00 p.m. to 6:00 a.m.
 - B. Weekends – 7:00 p.m. Friday – 3:00 p.m. Monday

TIMES OF ALLOWABLE MULTIPLE LANE CLOSURES: Lane closures which restrict open lanes to (1) one in a single direction.

- (1) Northbound/Eastbound:
 - A. Weekdays – 9:00 p.m. to 5:00 a.m.
 - B. Weekends – RMTA shall decide allowable times based on individual weekend request by Contractor
- (2) Southbound/Westbound:
 - A. Weekdays – 9:00 p.m. to 6:00 a.m.
 - B. Weekends – RMTA shall decide allowable times based on individual weekend request by Contractor

LANE RESTRICTIONS (ANY DIRECTION)

- All roadways must have a minimum of (1) one lane open at all times.
- Where three (3) or more roadway lanes exist, the number of lanes which the Contractor may close is at the Engineer’s discretion, based on the geometry of the area where lane/shoulder closures are desired.

POWHITE PARKWAY TOLL PLAZA (GATED LANES) AND EXPRESS LANES (ORT ZONE) RESTRICTIONS

NUMBER OF LANES CLOSED POWHITE N.B. AND S.B. TOLL PLAZAS (GATED LANES)

- There shall be at least three toll lanes open in a single direction at all times.
- One (1) Full Service lane must remain open at all times.
- No NB Toll Lane shall be closed from 5:00 a.m. to 10:00 a.m.
- No SB Toll Lane shall be closed from 3:00 p.m. to 7:00 p.m.
- Lane 3 and Lane 12 (Secure Booths) may not be closed between 11:00 p.m. to 7:00 a.m. any day

NUMBER OF LANES CLOSED POWHITE EXPRESS (ORT) LANES

- No more than two lane closures will be permitted at any time for the NB express lanes 90- 92.
- No more than two lane closures will be permitted at any time for the SB express lanes 93- 95.
- No NB ORT Toll Lane shall be closed from 5:00 a.m. to 10:00 a.m.
- No SB ORT Toll Lane shall be closed from 3:00 p.m. to 7:00 p.m.

EXIT AND ENTRANCE RAMP TOLL PLAZAS

TIMES AND NUMBERS OF TOLL LANE CLOSURES (ANY DIRECTION)

No toll lane closures shall be permitted during peak hours each weekday. Peak hours are 6:00 a.m. to 10:00 a.m. for EB or NB ramps and 3:00 p.m. to 7:00 p.m. for WB or SB ramps.

- The number of lanes which the Contractor may close is at the Engineer’s discretion, based on the geometry of the area where lane/shoulder closures are desired.
- The Authority and the Engineer shall schedule a mutually agreeable time.
- The length of the full closure shall be minimized by the Contractor.

The Contractor shall provide the Engineer no less than 7 calendar days notice before closing any given toll lane or any exit or entrance ramp. Pick up operation shall commence no later than 30 minutes prior to closing period(s) referenced above.

The Contractor shall provide written notice to the Engineer a minimum of 7 calendar days notice before any lane or ramp closures. The RMTA and the Engineer reserve the right to restrict dates and times of proposed lane or ramp closures. Contractor shall not be permitted to close any ramps or lanes during events in Downtown Richmond or the vicinity when high traffic volumes are expected to enter or exit Downtown.

All lane closures must be coordinated with VDOT, RMTA, City of Richmond (if applicable) and the Engineer for final approval of dates and times. It will be the Engineer's sole responsibility to notify VDOT Traffic Operations Center (Smart Traffic) at 804-796-4520 to advise of the lane closure status of these bridges. The Contractor shall communicate any changes in these times/dates immediately with the Engineer.

POINT OF CONTACT

The Contractor must have a point of contact or construction foreman responsible for the entire project on site at all times. This person will coordinate all work and shall be in close contact with the onsite inspections and shall clearly communicate any changes to the work plan, if they occur. In the event that this individual changes from the previous day, the Contractor shall contact the Engineer and confirm this change, prior to starting any work. The Contractor will be required to have a point of contact on duty at all times, regardless of extended shifts or type(s) of work being performed

BOULEVARD BRIDGE

Boulevard Bridge is a two-lane bridge carrying traffic in two opposing directions. Traffic in both directions must be maintained at all times. Typically, only single lane closures are permitted at any time. A full bridge closure may be permitted under rare circumstances with the approval of the Engineer and the Authority. The Contractor shall submit plans no less than 10 calendar days notice prior for approval. Consideration to traffic volumes and event traffic in the vicinity will be given.

Lane closures shall not be permitted Monday – Friday between the hours of 6:30 am to 9:30 am and 3:00 pm to 7:00 pm, or as directed by the Engineer.

Traffic control shall utilize flaggers and be in accordance with MUTCD and the Virginia Work Area Protection Manual standards. Truck mounted attenuators are prohibited on Boulevard Bridge.

LANE CLOSURE AND MOT VIOLATIONS

The RMTA reserves the right to charge liquidated damages for the Contractor's failure to remove a lane or ramp closure by the prescribed time each day. The liquidated damages shall be established as One Thousand Dollars (\$1,000) per each fifteen (15) minutes, or a portion of 15 minutes, per lane or ramp, for any closure beyond the limits established above. Assessment of liquidated damages will stop when all maintenance of traffic devices have been removed from the roadway and lanes or ramps have been safely reopened to the approval of the Engineer. Any liquidated damages assessed in this Special Provision will be in addition to those listed in Section 108 of the Specifications.

Active work shall be pursued by the Contractor within one (1) hour from the time a lane or ramp closure is placed. The RMTA reserves the right to charge liquidated damages, as stated above, after one (1) hour of non-active work from the time the lane or ramp closure placement is completed. If active work has not started within two (2) hours from the time that the lane closure placement is completed, the Engineer shall require the lane closure to be immediately removed. Assessment of liquidated damages will end when lanes or ramps have been safely reopened to the approval of the Engineer or active work is pursued. Active work will be on-site activity as determined by the Engineer and the RMTA.

In addition, active work must be on-going at all times while a closure is in place. If active work is stopped for one (1) hour while a closure is in place or a closure is not removed within one (1) hour of the completion of active work, the Authority reserves the right to charge liquidated damages as stated above. The Contractor shall be aware that he will be required to perform active work while the deck is curing and shall have a minimum of two vehicles in the lane closure with high-intensity rotating, oscillating, or strobe lights flashing at all times.

STAGING AREA / CONSTRUCTION ENTRANCE

The Contractor shall be aware of the close proximity of live traffic to the work zone. Extra care shall be taken when slow moving vehicles are entering live traffic. Contractor must demonstrate how vehicles can enter and exit the work zone safely and minimize impacts to general public in his MOT plan. Contractor may consider the use of a shadow vehicle for equipment entering live traffic at slow speeds

CERTIFICATION OF PERSONNEL

FHWA regulations provided in 23 CFR Subpart J state “States shall require that personnel involved in the development, design, implementation, operation, inspection, and enforcement of work zone related transportation management and traffic control be trained, appropriate to the job decisions each individual is required to make.” In accordance with the FHWA regulation and VDOT regulations, the Contractors foreman, or employee who is directly responsible for placing maintenance of traffic devices, shall be properly trained. The minimum training required for this Contract is the “Basic Work Zone Traffic Control Training” course. This is a one-day course designed by VDOT. For more information on the course, see the following: <http://www.vdot.virginia.gov/business/trafficeng-WZS.asp>

A trained employee must be on-site prior to setting up traffic control devices or a stop work order may be issued. In addition, a trained employee must be on-site at all times when any work inside a work zone requiring traffic control is on-going. A trained employee must be on-site at all times during the removal of traffic control devices. This employee will coordinate with the “Point of Contact” at all times. If the inspector or engineer observes the Contractor without a trained employee on-site during the setting up, maintenance or removal of the work zone traffic control, the RMTA reserves the right to charge liquidated damages at the rate of One Thousand Dollars (\$1,000) per day.

RESTRICTED TIME OF WORK AREAS

Portions of the Downtown Expressway, Beltline Expressway Connectors, and the Powhite Parkway are adjacent to residential areas. These areas are identified as, but not limited to, the neighborhoods near the intersection of Powhite Parkway and Forest Hill Avenue and neighborhoods between the Downtown Expressway Beltline Connector and Park Drive/Blanton Avenue on the north end of the project.

Work in these areas after 11:00 PM shall be restricted. Activities permitted after this time shall include saw-cutting, placement of concrete, and asphalt paving. Any activities that produce unacceptable decibel levels, as determined by the Engineer and the RMTA, shall not be permitted. Typical activities not permitted after 11:00 PM include, but are not limited to, jack hammering or roto-hammering.

PROTECTION OF PROPERTY

The Contractor shall provide for the Engineer's review the method intended to protect the motoring public, from any activity which poses a potential threat to another's property or person (i.e. cars, motorcycles, pedestrians, businesses, etc.).

HOLIDAYS AND SPECIAL EVENTS

The project will be officially shut down for the following holidays during the periods noted:

- Memorial Day: 5/26/17 (Friday) – 5:00 A.M. through 5/30/17 (Tuesday) – 10:00 A.M.
- Independence Day: 6/30/17 (Friday) – 5:00 A.M. through 7/5/17 (Wednesday) – 10:00 A.M.
- Labor Day: 9/1/17 (Friday) - 5:00 A.M. through 9/5/17 (Tuesday) - 10:00 A.M.
- Thanksgiving: 11/22/17 (Wednesday) – 5:00 A.M. through 11/27/17 (Monday) – 10:00 A.M.
- Christmas: 12/22/17 (Friday) – 5:00 A.M. through 12/26/17 (Tuesday) – 10:00 A.M.
- New Year's Day: 12/29/17 (Friday) – 5:00 A.M. through 1/2/18 (Tuesday) – 10:00 A.M.

The Engineer reserves the right to limit/cancel/modify the lane closure times and/or work that may be performed to accommodate the following special events. The Contractor should be aware of typical increased weekend traffic during these ANNUAL events.

- Ukrop's Monument Ave. 10K Race (late March)
- Dominion River Rock (mid May)
- Jazz Festival at Maymont Park (mid August)
- Any NASCAR Race in Richmond (May and September)
- Richmond Folk Festival (mid October)
- Anthem Richmond Marathon (mid November)

ATTACHMENT 5 - Reference Manuals

Standards and Specifications:

The Contractor shall comply at all times during the Contract Term with the manuals and guidance materials listed below. All work shall be performed by the Contractor to the highest industry standards and said work shall be performed at all times in compliance with all applicable federal, state and local laws, regulations and ordinances (as they may be updated throughout the life of the Contract) as applicable. The Contractor shall manage all assets as encompassed in the Scope of Services on the Route Sheet and shall perform work in accordance with the following standards specifications, and procedures found in the manuals and guidance materials listed below as well as all applicable federal, state and local laws, regulations and ordinances. The Contractor shall comply with all current versions of standards specification and procedures (as updated throughout the life of the Contract). It shall be the Contractor's responsibility to be aware of any such updates of the applicable laws, regulations, ordinances, standards, specifications and procedures listed generally below. The Contractor shall at all times utilize and apply all of the correct standards, specifications and procedures where the work is performed under this Contract. Manuals may be obtained from the VDOT web site at www.VDOT.virginia.gov or upon request (if requested, a cost may apply).

1. CONSTRUCTION RELATED (Contract and Scheduling Division)
 - ❖ Construction Manual
 - ❖ Road and Bridge Specifications (and Special Provisions), with the exception of Sections 102.01 through 104.03 and 108.01 through 109.10, [Section 101 of the Road and Bridge Specifications only apply to the Road and Bridge Specifications and not the bid document.
2. LOCATION AND DESIGN RELATED
 - ❖ Drainage Manual
 - ❖ Instructional and Informational Memoranda
 - ❖ Public Involvement Policy and Procedures Manual
 - ❖ Road Design Manual, Volumes I and II
 - ❖ Road and Bridge Standards - Volumes I and II
 - ❖ VDOT Erosion and Sediment Control and Storm Water Management Program Manual
3. MAINTENANCE RELATED
 - ❖ American Association of State Highway Officials (AASHTO) Roadside Design Manual
 - ❖ Maintenance "Best Practices" Manual
 - ❖ VDOT Tree Trimming Policy
 - ❖ AASHTO Maintenance Manual for Roadways and Bridges
 - ❖ Interim Agreement for emergency response executed by VDOT on May 12, 2005 between VDOT, Virginia Authority of Emergency Management (VDEM) and Virginia Authority of Environmental Quality (VDEQ) (as updated and/or amended)
 - ❖ VDOT Statewide Emergency Preparedness Guidelines
 - ❖ Barrier Gate-Energy Absorption System
 - ❖ Land Use Permit Manual (Current Edition)
 - ❖ AASHTO Materials and Procedures for Repair of Potholes in Asphalt-Surfaced Pavement
 - ❖ AASHTO Materials and Procedures for Rapid Repair of Partial Depth Spalls in Concrete Pavement
 - ❖ Maintenance Rating Program Training Manual
 - ❖ TAMS Maintenance Rating Program Requirements Standard Operating Procedure
 - ❖ TAMS Contractual Timeliness Requirements Standard Operating Procedure
 - ❖ Virginia Traffic Incident Management Plan
4. MATERIALS RELATED
 - ❖ Materials Division Manual of Instructions
 - ❖ Materials Division Approved Lists

5. TRAFFIC ENGINEERING, TRAFFIC CONTROL & TRAFFIC OPERATIONS RELATED

- ❖ Virginia Work Area Protection Manual
- ❖ Manual on Uniform Traffic Control Devices
- ❖ Traffic Engineering Division Memoranda
- ❖ US DOT FHWA Repair and Maintenance Guide Standards
- ❖ FHWA A-RT-90-001/W-Beam Guardrail Repair and Maintenance

6. EMERGENCY AND INCIDENT RESPONSE RELATED

- ❖ Federal Emergency Management Agency (FEMA) National Incident Management System (NIMS)
- ❖ VDOT Emergency Response Command and Control Standards and Standard Operating Procedure (SOP)
- ❖ VDOT Incident Process (including Fluid spills and Hazmat Guidance)
- ❖ VDOT Emergency Response Command and Control Weather Process
- ❖ Hurricane Traffic Control Plan Memorandum of Understanding between Va. Dept. of Emergency Management, Va. State Police and VDOT.

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ATTACHMENT 6 – Asset Item Weighting Values and Asset Groups

Asset Item	Asset Item Weighting	Asset Group
Flexible Pavements	9.67	Roadway and Shoulder
Rigid Pavements	9.83	
Roadside-Mowing/Vegetation & Weed Control	5.67	Roadside
Roadside-Debris and Road Kill	8.50	
Roadside-Litter	4.67	
Roadside-Brush and Tree	5.33	
Roadside-Fence	5.00	
Roadside-Illegal Signs & Structures	5.00	
Drainage-Storm Drains/Drop Inlets	8.67	Drainage
Drainage-Curb and Gutter	4.00	
Traffic-Signals and Signs	8.00	Traffic
Traffic-Lighting/Lights	6.50	
Traffic-Guardrail	8.50	
Traffic-Impact Attenuators/Barrier Gates	9.33	
Bridge-Deck – drainage and sweeping only	9.83	Bridge
Service B - Roadway Sweeping	4.00	Services B
Service B - Graffiti Removal	4.50	

*Asset Item Weighting is derived from the National Cooperative Highway Research Program’s maintenance asset condition assessment methodology and VDOT historical condition assessments and reports which have weighted assets based on roadway maintenance related priorities, complexities, and costs to maintain specific assets.

ATTACHMENT 7 – Estimated Inventory for Assets

Estimated Inventory for Assets on the RMTA FAMS Corridor

- This list is an estimated inventory of assets on the right of way corridor for this Contract. This list may be increased or reduced anytime during the Contract. The Contractor will be expected to maintain any added asset(s) within the Contract limits at no additional cost. The list includes the ramps and mainline bridges.

Asset Type Code	Asset Type	Total	Asset UOM
140	DROP INLETS AND CATCH BASINS	300	EA
220	RIGHT OF WAY FENCE	30,000	LFT
310	SIGNS	50	EA
340	GUARDRAIL	50,000	LFT
370	IMPACT ATTENUATORS	25	EACH
380	HIGHWAY & TUNNEL LIGHTING	350	EA

ATTACHMENT 8 - Procedures for Patching of Flexible Pavement

Below is a supplement to the Performance Criteria in Attachment 3. Any deviation from the specifications below shall have prior approval in writing from the Contract Administrator.

For all pavement patching activities, the location to be patched shall be free of standing water, thoroughly cleaned and unsuitable material removed. The resulting patch shall conform and be flush to the grade of the surrounding pavement and be no more than ½ inch higher or lower than the surrounding pavement.

Temporary Patch:

The use of high endurance cold-mix patching material (such as Aqua-phalt) shall in all cases be considered to be temporary patching. A permanent patch as noted below must be performed within ten (10) Days (or as soon a hot-mix material is available in cold weather months).

Permanent Patch:

For pavement failures smaller than 500 square inches and less than 2 inches deep, hot-mix asphalt material or spray patching may be used to patch the failure. If hot-mix is used, a tack coat shall be applied to all exposed surfaces of the area which will receive asphalt material and patching material shall be adequately compacted. If the patch subsequently fails, the location shall be repaired with hot-mix asphalt material by forming the area to a rectangular shape with edges shaped to vertical sides and adjacent to stable materials. A tack coat shall be applied to all exposed surfaces of the area which will receive asphalt material. Asphalt material shall be placed and compacted in lifts of no more than 2 inches.

For pavement failures greater than or equal to 500 square inches and greater than or equal to 2 inches deep, the area to be patched shall be formed to a rectangular shape with edges shaped to vertical sides and adjacent to stable materials. A tack coat shall be applied to all exposed surfaces of the area which will receive asphalt material. Asphalt material shall be placed and compacted in lifts of no more than 2 inches.

ATTACHMENT 9 - Procedures for Patching of Rigid Pavement

Below is a supplement to the Performance Criteria in Attachment 3. Any deviation from the specifications below shall have prior approval in writing from the Contract Administrator.

Temporary Patch:

For temporary pavement patching, the location to be patched shall be free of standing water, thoroughly cleaned and unsuitable material removed. The resulting patch shall conform to the grade of the surrounding pavement and be no more than ½ inch higher or lower than the surrounding pavement.

The use of cold-mix patching material shall in all cases be considered temporary. Spray patching may not be used. The temporary patch shall be replaced by a permanent patch within ten (10) Days.

Permanent Patch:

For pavement failures smaller than 500 square inches and less than 2 inches deep, joint sawing may not be needed if materials, such as Percol FL and Penatron R/M-3003, are used.

For pavement failures 500 square inches and greater than or equal to 2 inches deep, the area to be patched shall be formed to a rectangular shape, free of standing water and edges shaped to vertical sides and adjacent to stable materials. A joint bond breaker is needed when the existing transverse and longitudinal joints next to the repair are sawed using a concrete saw. The depth of the cut should be at least 1 inch deeper than the depth of the repair. The saw cut should extend two to three inches beyond the repair area in each direction. This sawing shall be performed before removing the deteriorated concrete, and must be done before cleaning the repair area. The patching product manufacturer's recommendations for use of the product shall be followed but not limited to, surface preparation, placement of the material, mixing of the material and curing of or as follows. Water-wash equipment should be used to remove all sawing slurry from the repair area and shall be removed before it dries. After all unsound concrete has been removed, the surface of the repair area must be cleaned. Sandblasting, airblasting, and sweeping normally provide a clean, rough surface for the development of a good bond between the patch and the pavement. A compressible joint bond breaker must be installed as the last step of joint preparation. The type of joint (i.e., transverse, centerline, or lane-shoulder) will determine the type of bond breaker to use. Some materials may not need a bond breaker. Polystyrene or polyethylene joint bond breakers are placed flush with the pavement surface, between the new (nonflexible) concrete and the adjacent slab to reduce the risk of compression-related failure. If the repair area is sound, it should then be inspected for clean, dry, freshly exposed concrete. Any dust remaining on the pavement surface around the repair area should be removed by sweeping. If there is a delay between cleaning and placing the material, the repair area must be inspected again at the time of placement, and must be cleaned again by airblowing if necessary. Repairs shall be flush with the surrounding pavement.

ATTACHMENT 10 - Patching Sample Pictures

Temporary Flexible Pavement Patching Sample Pictures



Permanent Flexible Pavement Patching Sample Pictures



Permanent Rigid Pavement Patching Sample Pictures



ATTACHMENT 11 – Snow and Ice Removal Services

I. Left Blank intentionally

II. Left Blank intentionally

III. Left Blank intentionally

IV. SPECIFICATIONS / CONTRACT REQUIREMENTS:

A. SCOPE OF WORK:

1. The Contractor(s) shall provide the snow removal equipment listed with experienced, licensed operators, fuel, tools, parts, supplies, and all incidentals as necessary for safe and efficient snow removal operation. The work will consist of, but not be limited to, snow and ice removal from RMTA maintained roadways.
2. In order to be responsive, Bidders shall offer all of the Snow Removal Equipment and Operators listed in the quantities indicated.

B. SPECIFICATIONS & STANDARDS:

1. All work shall be performed following the direction given by the RMTA Supervisor, Contract Administrator, or designee.
2. All work performed shall be in conformance with the Virginia Work Area Protection Manual (VWAPM), dated 2011 or latest edition.
3. The Contractor's equipment and personnel shall meet Occupational Safety & Health Administration (OSHA) and Virginia Occupational Safety & Health (VOSH) standards. The Contractor shall remain in compliance with all OSHA and VOSH personnel, equipment, and safety regulations.
4. Contractor shall be in full compliance with all applicable Federal Motor Carrier Safety Administration requirements, laws and standards.
5. Contractor shall be in full compliance with all applicable Virginia State Inspection and Licensing requirements, laws and standards.

C. EQUIPMENT DESCRIPTIONS:

1. All of Contractor's equipment shall meet the requirements listed below. The type of equipment required is outlined on each bid line.

a. 4 Wheel Drive/Single Axle Vehicles:

4WD/Single-Axle vehicles shall be equipped with a snow plow of a minimum of 7 ½ feet in length and a chemical spreader with a minimum of 1.5 cubic yard or equivalent material capacity and AVL unit.

4WD/Single-Axle vehicles shall be equipped with a snow plow of a minimum of 7 ½ feet in length and a chemical spreader with a minimum of 2.5 cubic yard or equivalent material capacity and AVL unit.

b. Single Axle Vehicles:

Single axle vehicles shall be equipped with a snow plow of a minimum of 8 ½ feet in length and a chemical spreader with a minimum of 4 cubic yard or equivalent material capacity and AVL unit.

c. Single, Tandem and Multi-axle Vehicles:

Single/Tandem/Multi-axle vehicles shall be equipped with a snow plow of a minimum of eleven (11) feet in length and approximately 30 inches in height and 1,800 pounds in weight, a chemical spreader with a minimum of five (5) cubic yard or equivalent material capacity and AVL unit.

Single/Tandem/Multi-axle vehicles shall be equipped with a snow plow of a minimum of eleven (11) feet in length and approximately 30 inches in height and 1,800 pounds in weight, a chemical spreader with a minimum of eight (8) cubic yard or equivalent material capacity and AVL unit.

d. Backhoes:

Each Backhoe shall be equipped with a minimum 1.0 cubic yard bucket.

e. Rubber Tire Loaders:

Each Rubber Tire Loader shall be equipped with a minimum 3.0 cubic yard bucket.

f. Supervisor Vehicles:

Each supervisor's vehicle shall be a pickup or SUV and be equipped with appropriate flashing lights and means of communicating with their operators. Four-wheel drive is recommended.

D. EQUIPMENT REQUIREMENTS:

1. The Contractor shall possess or have available, at the time of bid closing, and throughout the term of the contract, the vehicles and equipment necessary to perform the work under the terms of this contract. The Equipment offered by Bidders shall be of equal size, or larger, as specified on the Bid Lines and within the specifications of this IFB, suitable for the intended purpose and provide the same or approved equal specifications and capabilities. For each piece of Equipment offered Contractor shall provide an experienced, licensed, and qualified operator. RMTA in its sole discretion shall determine whether the equipment offered by Bidders is considered equal to that named herein. All bidders shall include a completed Attachment 21, Vendor Qualification/Equipment Inventory Certification Form, with their bid. Each piece of Equipment to be utilized under this contract, the year, make, model, identification number, capacity and complete description must be listed on Attachment 21, this includes any proposed subcontracted, leased or rented equipment.
2. Bidders shall offer 100% of the required equipment type and quantity as stated for each line within the bid. Failure to offer 100% of the required equipment type and quantity will result in the bid being determined as non-responsive.
3. When equipped with a chemical spreader, the truck shall have the tail lights visible and not blocked by the spreader chute. The Contractor shall be responsible for ensuring the spreader is working properly, that all warning signs are kept cleaned so that they can be read easily, and that all warning lights are operational at all times.
4. The Contractor shall calibrate the flow on all chemical spreaders to operate as directed by RMTA, so the proper amount of abrasive is applied to the road surface. RMTA reserves the right to test calibration and require the Contractor to make adjustments as needed during each snow event and throughout the snow removal season. The spreader gate chute shall be equipped to be raised or lowered by handle when off loading material. Spreader valve control box shall function independently to increase or decrease the speed for the drag chain and spinner.
5. The Contractor shall ensure each spreader is equipped with a prismatic lens sheeting sign, mounted and clearly visible, on the rear of the spreader which reads **KEEP BACK 100 FEET**.
6. The Contractor shall be responsible for providing cutting edges/blades for their plows. The Contractor may be required to replace plow blades at the direction of RMTA
7. Each snow plow shall be capable of being turned manually or remotely so that snow may be windrowed or plowed to the left or to the right of the truck.
8. All Contractor-owned trucks, including four-wheel drive vehicles, shall be equipped with auxiliary headlights so they are visible and may operate safely when equipped with a plow. Auxiliary lights must be visible when the plow is in the "up" position.
9. If the Contractor changes or reconfigures any piece of snow removal equipment, those changes shall be in accordance with the equipment manufacturer's recommendation and with RMTA approval. Any changes may be subject to reinspection at the discretion of RMTA.
10. All Equipment shall be in good mechanical condition.

11. Per the Current Virginia Work Area Protection Manual each vehicle involved in a mobile operation shall be equipped with at least one rotating amber light or high intensity amber strobe light visible 360 degrees. Vehicle hazard warning lights shall not be used instead of rotating lights or strobe lights, but as a supplement. The amber warning lights shall meet the Requirements referenced in the 2011 Virginia Work Protection Manual.
12. All Contractor vehicles used under this contract shall have a current state vehicle inspection and registration from the State where the vehicle is registered and must be properly insured in accordance with that State's requirements. Contractor's equipment and operators shall be in compliance with all applicable DMV, State and Federal regulations regarding the conditions, safety and operations of the requested vehicles.
13. The name of the Contractor's company shall be displayed on both sides of all work vehicles while on RMTA right of way.
14. The Contractor shall be responsible for properly securing all equipment and materials on their vehicles at all times.
15. No subcontracted equipment shall be used for snow removal operations that has not previously been evaluated and included on Attachment 21, Vendor Qualification/Equipment Inventory Certification Form, under #7. All subcontractors must be approved by the RMTA. In the event the Contractor supplies equipment from an unapproved subcontractor for a job, the Equipment shall not be accepted.
16. The Contractor shall provide tire chains when needed for all Contractor's equipment including loaders and graders.
17. In the event a Contractor's vehicle gets stuck, the Contractor shall immediately notify the RMTA. The Contractor shall be solely responsible for rescuing their equipment should it become stuck. No payment will be authorized until the vehicle is back in operating status. Payment will only be made for vehicles in service.
18. In the event a Contractor's equipment breaks down, the Contractor shall immediately notify the RMTA. The Contractor shall be solely responsible for repairing their equipment should it break down. No payment will be authorized for that piece of equipment until it is back in operating status. Payment will only be made for vehicles in service.
19. The Contractor shall have all equipment fully operational, equipment evaluations completed and ready to mobilize no later than October 31st of each renewal period.

E. EQUIPMENT EVALUATIONS:

1. Prior to Notice of Intent to Award, each piece of offered equipment listed on Attachment 21 will be reviewed and evaluated by RMTA personnel. The equipment evaluation is one component of the bid evaluation criteria and its purpose is to ensure that the Bidder's offered equipment is available at the time of bid closing, and meets equipment requirements and specifications as stated herein.
2. Equipment evaluations will be conducted in accordance with the specifications outlined in this IFB, the Contractor's equipment as presented and listed on Attachment 21, Vendor Qualification/Equipment Inventory Certification Form, and basic safety criteria listed on the Equipment Evaluation Checklist. RMTA reserves the right to reject any piece of equipment that does not meet the requirements, specifications or evaluations as stated herein.
 - a. The date, time, and location of the pre-award equipment evaluation will be determined by RMTA. The Contractor shall present all offered equipment fully rigged with operational snow removal equipment on the scheduled date of the inspection.
 - b. Left blank intentionally.
 - c. RMTA's evaluation of Contractors' equipment does not absolve the Contractor of its responsibilities to be in full compliance with all applicable Federal Motor Carrier Safety Administration Regulations, Virginia State Inspection and Licensing requirements, laws and standards.

3. Rescheduling Equipment Evaluation:
 - a. If a scheduling conflict arises after the evaluation is scheduled, RMTA reserves the right to allow rescheduling of the initial date not to exceed three (3) business days from the original scheduled date.
4. Second Equipment Evaluation:
 - a. RMTA may consider a Bidder's request for a second evaluation of any piece of equipment offered on Attachment 21 that requires only minor corrective action in order to pass the evaluation. Minor corrective action includes, but is not limited to replacement of bulbs, lamps, windshield wipers, plow blades, tire(s), and/or signage only. RMTA reserves the right to reject a second evaluation request.
 - b. Upon approval by RMTA, the Bidder shall present all equipment that was approved for a second evaluation within two (2) business days from the date of the original evaluation. The Bidder will have only one opportunity for a second evaluation, no additional equipment evaluations will be considered.
5. Subsequent Renewal Evaluation: The date, time, and location of equipment evaluation for renewals will be determined by RMTA. The Contractor shall present all approved equipment fully rigged and operational on the scheduled date of the evaluation for renewal. If a scheduling conflict arises after renewal evaluation is scheduled, RMTA reserves the right to allow a rescheduling of renewal evaluation date not to exceed three (3) business days from original date. Evaluations shall be completed no later than October 31st of each renewal period.

F. AUTOMATIC VEHICLE LOCATION (AVL) EQUIPMENT:

AVL technology will help locate snow removal vehicles and equipment, document hours at work, miles traveled and provide the ability to locate vehicles in the event of an emergency. The ability to easily locate snow removal equipment improves RMTA's ability to manage and deploy resources to "hot spots" and high priority areas during a severe weather event.

The use of RMTA approved Automatic Vehicle Location System is a Mandatory requirement that the Contractor shall comply with. This requirement applies to all snow removal vehicles with the exception of heavy equipment and supervisor vehicles.

1. RMTA will compensate the Contractor for the purchase and activation of RMTA approved AVL units for installation in Contractor's equipment utilized for snow removal. RMTA's approved AVL provider is AssetWorks Inc. in partnership with Verizon Networkfleet Inc.
2. Contractors shall grant RMTA access to the AVL tracking system and vehicle data from the period of November 1st through April 30th of each contract term. Contractor shall grant RMTA access to this data by executing a separate agreement with Verizon Networkfleet, Inc., the vehicle tracking service provider. RMTA will not supply or install AVL equipment. The Contractor shall be solely responsible for the purchase, installation and activation of the AVL equipment.
3. Contractor shall purchase and activate (or reactivate for contract renewal periods) RMTA approved AVL equipment as outlined below to receive payment:
 - a. Newly purchased AVL units must be installed, and activated by October 31, 2018 to be eligible for payment of \$700.00 per unit. Payment will be initiated upon validation of AVL installation and activation and receipt of Contractor's AVL invoice.
 - b. For contract renewal terms AVL units shall be reactivated by October 31st of each contract term to be eligible for payment of \$325.00 per unit. Payment will be initiated upon validation of AVL re-activation and receipt of Contractor's AVL invoice.

Payment will **NOT** be made if any of the following occurs:

- a. The AVL service provider, AssetWorks in partnership with Verizon Network Fleet, is not paid in full by the Contractor by October 31.

- b. The AVL tracking service is disabled in any way by the Contractor.
 - c. Access to the AVL data during period noted in Section IV.F.2 is not granted or available to RMTA, or the data cannot be accessed for any reason caused by the Contractor (i.e., tampering with the device, device not turned on, etc.). The Contractor may also forfeit mobilization and/or demobilization payment for any piece of equipment for which RMTA cannot access the AVL data. Additionally, a Procurement Complaint Form may be filed and the Contractor may be considered in default and held responsible for any resulting additional purchase and administrative costs in accordance with General Term and Condition Paragraph P.
4. If Contractor should substitute or change equipment (with RMTA approval) for any reason during the Snow Removal Season, RMTA will not provide any additional AVL payment and will not be responsible for any AVL reinstallation charges.

G. SUBSTITUTION OF EQUIPMENT:

1. Left Blank intentionally.
2. Equipment changes or substitutions will only be considered for equipment that is considered comparable to the original offered equipment (example: replacing a broken down or traded Tandem truck with an operable or different Tandem truck).
3. The Contractor shall obtain RMTA approval for any proposed substituted equipment prior to placing that equipment in operation.
4. All proposed substituted equipment will be subject to evaluation by RMTA prior to approval
5. The Contractor shall submit a revised Attachment 21, Vendor Qualification/Equipment Inventory Certification Form to the RMTA after equipment evaluation and substitution has been approved by the RMTA Contract Administrator or designee.

H. OPERATOR REQUIREMENTS:

1. Operators shall possess the knowledge, skills, and abilities to perform all aspects of the operation of the equipment and to follow the practices and methods of snow removal used by RMTA.
2. Operators shall be at least 18 years of age and capable of working days and nights. No minors under the age of eighteen will be allowed on the RMTA work site(s), to include in the Contractor's vehicle when and where snow removal services are being performed under this contract.
3. The Contractor shall provide experienced, licensed operators, to include relief operators to ensure a continuous 24 hour operation as directed by RMTA. Operators must be properly licensed and adhere to all applicable Federal and State Motor Vehicle laws and regulations.
4. The Contractor's shall provide properly licensed operators. When required by the equipment being operated, the operator of the equipment shall possess a valid Commercial Driver's License (CDL) with the proper endorsements and shall have this license and their medical card on their person during operations of the vehicle. Failure to comply constitutes unsatisfactory performance and may result in a Procurement Complaint Form to be filed and the Contractor may be considered in default and held responsible for any resulting additional purchase and administrative costs in accordance with General Term and Condition Paragraph P. RMTA reserves the right to check driver's licenses and medical cards at any time during snow and ice removal operations and the validity of the license with Virginia's Department of Motor Vehicles at any time during the contract period.
5. The Contractor shall ensure that operators are instructed not to exceed the RMTA recommended speed during snow removal operations. Operators shall not create excessive slush spray from plows across lanes. High speeds do not allow for proper salt application, creates a safety issue for traveling public, and may damage RMTA assets. Speed may be monitored by RMTA to ensure safe and efficient snow removal operations.

6. Contractor shall ensure their operators are instructed to use caution when plowing around RMTA assets (guardrails, curbs, walls, shoulders, toll booth and toll plazas etc.). Damage caused to RMTA assets shall be repaired by the Contractor, at the Contractor's sole expense. (Reference Section 9.36, Work Site Damages).
7. To ensure the overall safety of all personnel and the traveling public, operators must be able to understand and communicate effectively in English. Operators must have a good working knowledge of the RMTA road system. Operators must be capable of understanding instructions in English for safe and effective operations.
8. Operators shall be capable of adjusting the gates on the spreader to the correct calibration, start and stop the engine on the spreader, and turn the snow plow. The operator shall be capable of operating all features on the truck including spreader, snowplow, and liquid chemical spray tanks if equipped. The operator shall be responsible for filling the chemical spray tanks on their vehicle if equipped with tanks.
9. The operator shall be responsible for reporting any problems or breakdowns to the Contractor's supervisor immediately.
10. The Contractor shall be responsible for establishing schedules so that any individual operator is not permitted to **work more than 14 consecutive hours** (to include stand-by hours) without having at least a 6-hour break. If the duration of the snow event requires it, the Contractor shall ensure that properly trained and licensed relief operators are available to sustain an around-the-clock operation.
11. The Contractor shall ensure that all operators and equipment comply with all OSHA and VOSH Standards, MUTCD and RMTA safety rules as they apply to snow removal operations and not create any hazardous conditions. Necessary safety supplies and equipment, shall include, but is not limited to, hard hats and safety vests. Safety attire shall be in accordance with the current Virginia Work Area Protection Manual. (Reference Section 9.24 Safety and Health Standards). Failure to comply constitutes unsatisfactory performance and may result in a Procurement Complaint Form to be filed and the Contractor may be considered in default and held responsible for any resulting additional purchase and administrative costs in accordance with General Term and Condition Paragraph P.
12. All operators and supervisors shall possess a cellular phone when performing work under this contract. The cellular contact number for the operator and supervisor of each vehicle shall be provided to the RMTA Director of Operations or Designee at each check-in for a snow event.

I. SUPERVISOR REQUIREMENTS:

1. The Contractor shall provide one (1) supervisor, per shift, with a pickup truck or SUV vehicle, mobile phone and means of communicating with the operators for every four (4) or multiple of four (4) pieces of equipment during each snow removal operation. If less than four (4) pieces of equipment are used, Contractor shall designate one of the operators as supervisor and they shall be considered the RMTA point of contact during snow removal operations.
2. Supervisors shall be responsible for completing the Sign In Sheet with the RMTA Director of Operations or Designee when reporting for a snow event. The Sign In Sheet will document the equipment and supervisors reporting, the stand by and push time for each piece of equipment and the end time for each snow event. At the conclusion of the snow event the Supervisor shall review the Sign In Sheet with the RMTA Area Headquarters Shift Supervisor for accuracy. The Supervisor and the RMTA Shift Supervisor will sign the Sign In Sheet to verify the times worked. This sign In Sheet will be used to verify Contractor's invoices.
3. Supervisors shall ensure their snow removal operation is efficient and effective. The Contractor's supervisor shall report to RMTA's Director of Operations or Designee and relay directions and information to the operators. Constant and accurate communication is paramount to ensure snow removal operations provide safe travel for the traveling public.
4. Supervisors shall be responsible for reporting any piece of equipment that is out of service to the Director of Operations or Designee as soon as the equipment becomes inoperable.

5. Contractor's Supervisors shall ensure each operator has the necessary equipment, know their assigned routes, and perform the work according to VDOT best practices. The best practices will be presented at the snow removal training sessions conducted by VDOT.
6. Supervisors shall patrol and inspect the Contractor's assigned routes and shall report the road conditions to the RMTA Director of Operations or Designee. The Contractor's supervisor shall be capable of recommending when the roadway should be treated and/or plowed.
7. Supervisors must be able to effectively communicate with RMTA personnel and the Contractor's operators in English. Supervisors shall be capable of articulating and demonstrating the contract requirements and snow removal operation instructions in English.
8. Supervisor shall log time worked for each piece of equipment, on the RMTA Sign In/Sign Out sheet. This shall include the supervisor with vehicle.
9. The Contractor's supervisor cannot serve as the mechanic to keep the Contractor's equipment operational. The supervisor cannot be an operator or driver for the Contractor's equipment or in any other capacity other than supervisor, if more than four (4) pieces of equipment are being utilized.

J. TRAINING REQUIREMENTS:

1. The Contractor's supervisors shall attend an annual training session presented by VDOT at a time and location mutually agreeable between RMTA and the Contractor. RMTA reserves the right to determine training needs.
2. All training shall be completed by the scheduled dates determined by RMTA for the initial contract period and by November 1st of each subsequent renewal term.

K. MOBILIZATION LEVELS:

RMTA shall determine the mobilization levels for each snow event. The mobilization level is based on weather forecasting and will determine the equipment needed for each snow event. The Contractor shall be prepared to provide equipment required per mobilization level. Due to the unpredictable nature of snow and ice weather events, the Contractor shall be prepared to supplement or withdraw equipment as dictated by changing mobilization levels, and the direction of the RMTA Director of Operations or Designee. The Mobilization levels are determined at the sole discretion of RMTA and can be changed at any time for any reason.

L. MATERIALS/CHEMICAL SUPPLIES:

1. RMTA will furnish all sodium chloride (road salt), liquid chlorides, brine, and abrasives, which shall be obtained at the Contractor's assigned Area Headquarters or other location where RMTA materials may be stored. Assignment of the material location(s) is solely at the discretion of RMTA.
2. Contractor will load all materials into Contractor's equipment utilizing a loader.
3. Contractor will monitor materials quantities for reasonable use.
4. Materials that remain on the Contractor's equipment at the end of a snow event shall be accounted for and returned to the same RMTA Area Headquarters or material location or at the direction of RMTA.

M. GENERAL CONTRACT REQUIREMENTS:

1. The Contractor shall not perform, or offer to perform, any snow removal operations to any private individuals, firms, or corporations utilizing equipment that has been evaluated and approved for use under this contract.
2. Contractor is expected to provide the same level of snow removal operations that VDOT provides with its own forces. These expectations include but are not limited to:

- a. Plowing and chemical application shall produce bare pavement in all lanes, gore areas, and intersections.
 - b. Shoulder areas shall be clear and passable.
 - c. Tandem plowing operations shall be used to remove snow from curb to curb including multi lanes in a single direction.
 - d. The above conditions must be sustained until equipment is released by RMTA.
3. The Contractor shall provide a mechanic, at no additional cost to RMTA, who will be available or on call during snow removal operations to keep Contractor's equipment in proper working condition with minimal down-time, in case of break downs.
 4. The Bidder shall complete and submit all Normal and Emergency Contacts and provide a list of their primary and emergency contact information related to this contract. This list shall include, but is not limited to, company contact names, telephone numbers, and email addresses for RMTA usage anytime to include routine business hours, weekends, nights, and holidays. Changes or updates to Attachment 19 shall be submitted to the RMTA Contract Administrator or RMTA Director of Operations as changes occur during the winter season to ensure that RMTA has a means to contact the Contractor before and during snow events.
 5. At the conclusion of the snow event, the Contractor shall demonstrate that all assigned areas are cleared and work was performed as instructed and specified within the contract. Any deficiencies shall be promptly corrected by the Contractor at the Contractor's sole expense prior to final acceptance of the work.
 6. RMTA has a standard of zero tolerance for all acts or threats of violence in the workplace or work location. RMTA will not tolerate any behavior by any employee, contractor, former employee, customer or any other person, which poses a threat to the safety and security of any RMTA employee while performing work. Any threat or act of violence will be taken seriously, handled expeditiously, and dealt with appropriately, which may include disciplinary action, termination, arrest, and prosecution. Unauthorized possession or use of firearms, or other dangerous weapons is prohibited.

N. METHOD OF ORDERING WORK/RESPONSE REQUIREMENTS:

1. The RMTA Contract Administrator, Director of Operations or designee will contact the Contractor's listed number at the beginning of the snow event as notification to report to the assigned area with their equipment. The Contractor is responsible for insuring that current contact numbers are provided to RMTA and kept up to date.
2. RMTA will give the Contractor as much advance notice as possible, however the Contractor shall be able to report to the Area Headquarters within 2 hours of notification. RMTA will establish and advise the Contractor of the reporting time during the call-in notification.
3. The Contractor's equipment and operators shall report to the assigned RMTA location at the time established for reporting during the call-in notification. In the event the Contractor's unable to report at the established time for reporting, then RMTA reserves the right to consider and grant additional time on a case by case basis. Additional reporting time will be granted at the sole discretion of RMTA.
4. Upon reporting to the assigned RMTA Area Headquarters, the Contractor's supervisor will sign in, utilizing a RMTA supplied Sign In Sheet to document the equipment and supervisors reporting.
5. If the Contractor fails to commence work at the mutually agreed upon time or fails to provide a continuous operation once work has commenced, then a Procurement Complaint Form may be issued against the Contractor which may lead to default in accordance with Section 9.14 Default.
6. At the conclusion of the snow event, the Contractor's operators and supervisor will report back to the assigned RMTA Area Headquarters, unload any unused materials per RMTA direction. The Supervisor will verify the push and standby time for each piece of equipment with the RMTA Director of Operations. The Supervisor and RMTA Director of Operations or Designee will both sign the Sign In Sheet to verify its accuracy.

7. The RMTA Sign In Sheet will be the official RMTA record to track the number of hours worked for each piece of equipment on the contract. The Sign In Sheet will be used to verify Contractor's submitted invoices for hours worked and compensation due.

V. Left Blank Intentionally

VI. METHOD FOR PAYMENT and PAYMENT SCHEDULE:

Payment will be made within 30 days after receipt of valid invoice and verification of satisfactory goods received and/or completion of work. Invoices shall be submitted to the address listed below for all items completed within the designated billing period.

PAYMENT SCHEDULES:

A. PRIMARY BID LINES – All Lots - Active Snow and/or Ice Removal:

RMTA will pay the Contractor at the unit bid price per hour, per vehicle, for snow removal services performed on the roadway while in an active spreading and/or plowing operation. The hourly rate for each piece of equipment shall include the vehicle with snow removal equipment listed, experienced, licensed operators, fuel, tools, parts, supplies, and all incidentals as necessary for safe and efficient snow removal operation.

B. STANDBY RATE:

1. RMTA will pay the Contractor 50% of the hourly bid rate per hour for standby.
2. Standby will be paid after the equipment is signed in and while waiting for snow and/or ice removal operations to begin. Standby periods are defined as any time the equipment is participating in the snow and/or ice removal operations but is not actually in the push and/or spreading mode such as loading and unloading of materials, waiting or staged on the road and any other assignment other than actual plowing and/or spreading operations.
3. The Contractor will be paid a minimum of two (2) hours at the standby rate for each piece of equipment responding upon RMTA's request in the event the storm fails to materialize or the snow event is cancelled.

C. MOBILIZATION AND DEMOBILIZATION PAYMENTS

1. Mobilization is offered by RMTA to offset the Contractor's cost associated with, but not limited to, equipment evaluation, rigging of snow removal equipment, planned pre-season and mobilization meetings, equipment, training, pre-rigging, and work involved in the preparation of the contract, and demobilization.
2. Mobilization/Demobilization payment amounts listed below apply to each truck for each year of the contract for supplying all required equipment and will remain the same from contract award through any renewal periods. The CPI-U price increase/decrease allowance as defined within Section 9.18 Renewal **shall not apply** to the annual mobilization/demobilization payments.
3. Mobilization/Demobilization will be paid in two installment payments of 50% each in accordance to the following schedule and eligibility criteria.

Equipment Description	Amount
a. 4 WD Vehicles/Single Axle: 4WD/Single-Axle vehicles shall be equipped with a snow plow of a minimum of 7 ½ feet in length and a chemical spreader with a minimum of 1.5 cubic yard or equivalent material capacity and AVL unit.	\$750
4WD Single-Axle vehicles shall be equipped with a snow plow of a minimum of 7 ½ feet in length and a chemical spreader with a minimum of 2.5 cubic yard or equivalent material capacity and AVL unit.	\$1,500
b. Single Axle Vehicles: Single axle vehicles shall be equipped with a snow plow of a minimum of 8 ½ feet in length and a chemical spreader with a minimum of 4 cubic yard or equivalent material capacity and AVL unit.	\$1,750

c. Single, Tandem and Multi-axle Vehicles: Single/Tandem/Multi- axle vehicles shall be equipped with a snow plow of a minimum of eleven (11) feet in length and approximately 30 inches in height and 1,800 pounds in weight, a chemical spreader with a minimum of five (5) cubic yard or equivalent material capacity and AVL unit.	\$2,000
Single/Tandem/Multi- axle vehicles shall be equipped with a snow plow of a minimum of eleven (11) feet in length and approximately 30 inches in height and 1,800 pounds in weight, a chemical spreader with a minimum of eight (8) cubic yard or equivalent material capacity and AVL unit.	\$2,000
d. Backhoes: Each Backhoe shall be equipped with a minimum 1.0 cubic yard bucket.	\$400
e. Rubber Tire Loaders: Each Rubber Tire Loader shall be equipped with a minimum 3.0 cubic yard bucket.	\$400

4. **Mobilization:** The first payment will be 50% of the scheduled amount. This payment will be processed at the beginning of the snow removal season upon verification that all of the following requirements have been met. The Contractor shall submit an invoice for the appropriate Mobilization amounts no earlier than October 31st of each contract year. RMTA will review and authorize payment no later than Dec. 31st.
 - a. Certificate of Insurance with required coverage and endorsement shall be submitted prior to contract award and then by October 31st of each renewal year for the Prime Contractor and each Sub-Contractor for each piece of equipment.
 - b. Contractor's vehicles, rigged with snow removal equipment passed the annual RMTA evaluation prior to contract award and then by October 31st of each renewal year for the Prime Contractor and each Sub-Contractor for each piece of equipment.
 - d. Contractor shall provide an acceptable method of vehicle communication with RMTA, and provide a written, updated list of contact numbers by October 31st of each contract year.
 - e. The Contractor shall provide current copies of vehicle registrations for each piece of contracted equipment by October 31st of each contract year.
 - f. Annual Supervisor training was completed as required
5. **Demobilization:** The second payment will be the remaining 50% of the scheduled amount. This payment will be processed at the end of the snow removal season upon documentation that the following requirements have been met. The snow season will officially be over April 30th of each year. The Contractor shall submit an invoice for the appropriate Demobilization amounts no earlier than April 30 but no later than May 15th of each contract year.
 - a. Contractor's equipment, operators and supervisors reported for work as required or called for.
 - b. Work performed during the snow removal season is considered satisfactory.
 - c. Contractor submitted final demobilization invoice by May 15.
6. **Supervisor:** The Contractor will be compensated \$65.00 per hour, per Supervisor with vehicle, for supervision of Contractor's operators and equipment during plowing/spreading operations and standby periods. There will be no Mobilization or Demobilization payment paid for supervisor vehicles.
7. **Training:** The Contractor will be compensated \$35.00 per hour, per supervisor for completing training provided by RMTA. For each renewal term, RMTA shall determine whether the Contractor shall attend training. Upon RMTA request, Contract will attend the training sessions at renewal and be compensated at the hourly rate of \$35.00.

ATTACHMENT 1

RICHMOND METROPOLITAN TRANSPORTATION AUTHORITY

Snow Removal Service - Vehicle Checklist

Date / Time Evaluation Scheduled _____ Date / Time Evaluation Re-Scheduled _____

Contractor Name _____	Phone No. _____
Address _____ City _____ State _____ Zip _____	Phone No. _____
Sub-Contractor Name _____	

Vehicle/Equipment Information:

Type _____	Year _____	Make _____	Model _____
Plow Length _____	Spreader Capacity _____		State Inspection Mo/Yr _____
Vehicle VIN No/Equipment Serial # _____			State Inspection Mo/Yr _____
AVL New _____	AVL Previous _____	AVL Unit Serial No. _____	
Rigging New _____	Rigging Previous _____		
AVL Unit Must Be Purchased and Activated/Reactivated by October 31, 2014 Evaluation Date _____			

TO BE COMPLETED BY RMTA

VERIFICATION OF CONTRACTOR / VEHICLE INFORMATION ABOVE

(Mark with X if information is completed)

____ Contractor Info ____ Sub-Contractor Info ____ Vehicle Info ____ AVL Info

VEHICLE BASIC CONDITION CHECK LIST

ITEM	OBSERVATION/SUGGESTIONS	YES/NO	COMMENTS	DATE RE-INSPECTED
Windshield	Major cracks/shattering that would not pass a safety inspection?			
Wipers	Operating properly and adequate blades?			
Cab/Dash	Free of debris that could cause distraction?			
Mirrors	Clean and not cracked?			
Doors/Windows	Working correctly, not broken?			
Bed	Level, free of dents, damage, debris or other obstructions?			
Lights	None broken, working properly, visible around spreader/plow?			
Back-up Alarm	Working when vehicle in reverse?			
Horn	Functioning?			
Fluid Leaks	Extreme dripping, fumes, spillage to indicate fuel or antifreeze leaks?			

Identification Placard	Displayed on both sides of vehicle? Correct information?			
Contractor Plow	Installed working properly?			
Plow Lights	Visible when plow in "up" position?			
Auxiliary Light	Flashing, amber, visible 360 degrees?			
Contractor Spreader	Installed, working properly, no leaks, secured to vehicle at 4 points?			
"Keep Back 100 FT"	Sign installed on spreader?			

Date Evaluated _____ Evaluated by _____ Contractor Initials _____

Note: This check list does not replace any other legally required inspection or vehicle certification. It is intended to identify compliance with RMTA contract terms and conditions and to alert RMTA staff and contractor to any potential problems that MAY require further attention or could cause a safety issue during an event.

DRAFT

ATTACHMENT 12 - DEQ, RMTA, and VDEM Coordination of Transportation -Related Incidents

DEQ, RMTA, and VDEM Coordination of Transportation Memorandum of Agreement

May 12, 2005

Mr. Richard Weeks
Deputy Director for Operations
Virginia Authority of Environmental Quality
629 East Main Street
Richmond VA 23219

Mr. Weeks:

We have reviewed the final draft of the VDEQ Pollution Response Program Manual Chapter 7.3 (attached) that our agency has been working with your staff on in collaboration with the Virginia Authority of Emergency Management. We believe the approach outlined in this manual will establish clear lines of responsibility that our respective agencies have in transportation-related pollution incidents. We therefore concur with the immediate implementation of these procedures provided that the Virginia Authority of Emergency Management (VDEM) and the Virginia State Police (VSP) similarly concur. Moreover, such concurrence shall serve as an Inter-Agency Interim Agreement that would be re-evaluated after one year of implementation of the procedures.

We appreciate the opportunity to work with your agency on this issue and believe that the Commonwealth will be better served as a result.

Sincerely,

Quinton D. Elliot
Asset Management Division Administrator

cc: Mr. Frederick K. Cunningham – VDEQ
Mr. Earl T. Robb – RMTA
Mr. Steven M. Mondul - RMTA

7.3 DEQ, RMTA, and VDEM COORDINATION of TRANSPORTATION-RELATED INCIDENTS

Transportation related pollution incidents can range from the hazardous material tanker truck spill causing major public health, safety, environmental, and transportation problems to the 5-gallon container of used oil abandoned on the side on the road. Since most incidents, no matter what the scale, have the potential to impact the environment, it is important that PREP staff work closely with first responders (e.g. local fire Authoritys, state and local police), VDEM, and the Richmond Metropolitan Transportation Authority (RMTA) to ensure that these incidents are handled appropriately and in an efficient manner. Although the following guidelines represent actions to be taken on transportation systems maintained by RMTA, the guidelines can be applied to other organizations such as localities that have responsibility for road maintenance within their jurisdiction.

Transportation Spills

Spills caused during transport related accidents are the most frequently occurring pollution incidents and addressing such incidents typically involves more than one state and/or local agency or organization. RMTA is normally on the scene soon after the incident is reported by the first responder, and often deploys equipment and materials to limit the spread of contamination thereby limiting environmental impact. PREP's initial responsibility is to provide assistance to first responders in order to minimize the potential environmental impacts of actions taken by the responders for public safety. VDEM typically becomes involved at the request of the local response organization to provide technical assistance. RMTA and/or VDEM will provide PREP specific information on the location, responsible party, spill and receptor information (See Appendix E - RMTA Roadside Incident Information Report). While it is not necessary for the PREP staff to be onsite for every roadside pollution incident, it is important that staff be available to provide direction and support. The timely response and availability of PREP staff is critical to limiting the impact of contamination to the environment and to ensure that traffic delays are minimized. For minor incidents, the local first responder can (often with RMTA assistance) generally handle the incident and environmental issues; however, PREP staff should be available to provide timely verbal assistance. For more significant pollution incidents or when requested by the first responder, VDEM or RMTA, PREP will provide verbal and/or onsite assistance.

PREP should notify the Virginia Authority of Health if downstream water supplies may be affected. The Virginia Authority of Health will notify the operators of public water intakes downstream. If DEQ is aware of industrial water intakes, PREP should also notify officials at the industrial facility.

Any necessary lane closures and/or traffic control must be performed in accordance with the Federal Highway Administration Manual for Uniform Traffic Control Devices. Any requests for assistance should be made to the local RMTA Residency during work hours or the RMTA Transportation Emergency Operations Center after hours at (804) 371-0891.

Responsible Party Cleanups

With most roadside incidents involving a vehicular accident, there is a responsible party (RP) that is capable and willing to conduct any necessary cleanup. Where the RP does not take immediate action to initiate cleanup activities PREP will coordinate with RMTA and VDEM to determine the appropriate schedule for the RP to deploy a cleanup contractor to the site and complete the cleanup/restoration. DEQ will advise the RP that if this schedule is not met DEQ will take further enforcement action. DEQ will also inform the RP that DEQ will:

1. conduct the cleanup, and
2. seek cost recovery for all cleanup costs incurred by the Commonwealth, including staff and administrative time.

Where the RP refuses to act based upon verbal direction, PREP staff will initiate enforcement in accordance with the Enforcement Manual. In many of these cases an effective immediate step is to use a Request for Corrective Action letter as discussed in the Informal Correction section of the Enforcement Manual (Page 2-1). This letter may be

completed in the field and will allow the PREP staff to quickly provide written documentation to the RP concerning responsibilities for the cleanup. Appendix C contains example letters for non-tank oil spills and other types of spills.

At transportation incidents there are a number of potential RPs that may be identified for the cleanup. In cases where an RP does not accept responsibility for the cleanup, RPs should be notified of their responsibility to cleanup spills in the following order:

Fuel Tank Ruptures

1. company of the vehicle driver
2. truck insurer
3. truck owner
4. cargo shipper

Cargo Spills

1. company of the vehicle driver
2. truck insurer
3. truck owner
4. cargo shipper
5. cargo recipient

Notification should be made irrespective of which party appears to be at fault for the accident in multi-vehicular incidents.

Abandoned Containers and Materials

Abandoned containers and materials often result from illegal disposal activities or unintentional losses of cargo. While responsibility for the proper disposal of such material is with the generator and/or transporter of the material, most often the responsible party cannot be determined. Consequently, if the materials are deposited on state rights-of-way, the Commonwealth, through collaborative efforts of the DEQ, RMTA, and VDEM, will assure that such materials are properly characterized and disposed. Actions taken in accordance with the following procedures shall constitute concurrence of DEQ that RMTA has properly identified the waste in accordance with 40 CFR Parts 261 and 262.11 and therefore case-by-case concurrence is not required. Since RMTA is acting on behalf of the Commonwealth, no fees shall be assessed to, or biannual report required of RMTA when addressing abandoned containers and materials

When abandoned containers or materials are discovered on RMTA rights-of-way, RMTA will notify the DEQ and VDEM and provide readily available information such as descriptions of the materials, the condition of the containers, and the potential receptors in the area. As appropriate, RMTA will request investigation by the State Police and/or assistance from VDEM or DEQ to determine the RP.

Where abandoned containers or materials could potentially be classified as hazardous waste, the VDEM Hazmat Officer will provide field screening to determine if the material is hazardous, not hazardous, or requires further characterization. Based upon the physical and chemical nature of the abandoned material, the VDEM Hazmat Officer will determine appropriate screening tests.

The following screening guidelines, when used in conjunction with other available information such as container markings, odor, or visual characteristics, will be used to determine if an unknown material is a potential hazardous waste:

Toxic Vapors Screening: A relative response value over 100 on either a PID or OVA shall provide preliminary indication of a hazardous waste, which will require additional characterization before the material may be transported.

Ignitable/Flammable Vapors Screening: A CGI instrument value within the "explosive" range for the calibrating gas shall provide a preliminary indication of a hazardous waste.

Reactivity Screening:

A small amount of the material is placed in a test tube or other suitable testing device and subsequently, a small amount of distilled water is added to the testing container. The presence of effervescence, heat generation, or other unstable reaction is a preliminary indication of a hazardous waste (D003). A CGI, PID or Colormetric test may also be used for air monitoring over the tube to obtain additional information.

A small piece of paper (approximately 3x5 inches) is folded into a fan, a small amount of the material is added to the fan and one corner of the paper fan is lighted and the flame is observed. A jet-like flame indicates nitrated compounds and an abnormally colored flame indicates that the material may be reactive.

Corrosive Wastes Screening:

Liquid: If the material is aqueous in nature, a pH reading of less than or equal to 2 or greater than or equal to 12.5 shall be preliminary indication of a hazardous waste (D002 corrosive).

Solid: A RCRA corrosive waste cannot be solid in its physical form. No corrosive hazardous waste screening is necessary for solids.

Lead Screening: A lead swab test with a value of 100 ppm for solid material and 5 ppm for liquids will be a preliminary indication of a hazardous waste.

Pesticides Screening: An Organophosphate and Carbamates test with a value showing presence will be a preliminary indication of a hazardous waste.

Radiation Screening: VDEM Hazmat Officer will determine the radiation level that should be considered radioactive. Although radioactive material is not a hazardous waste, the Bureau of Radiological Health will be contacted for assistance on proper handling and disposal.

If the results of the field screening indicate that the material is not a hazardous waste, RMTA will take the material to an appropriate solid waste or other non-hazardous waste disposal facility. If the field screening indicates a potential hazardous waste, DEQ may authorize use of the Virginia Environmental Emergency Response Fund to dispose of the material (See below: Use of VPSTF and VEERF for Unknown or Unwilling Responsible Party Cleanups). DEQ will make a timely determination of VEERF funding applicability following notification or discovery of the pollution incident. If DEQ determines that use of the Fund is not appropriate, RMTA or RMTA contractors will dispose of the potential hazardous waste.

If field screening of the unknown material indicates the material requires further characterization to determine if it is hazardous RMTA or its contractor, at its sole discretion, may move the material/container:

1. to an area within the right-of-way that does not pose a hazard or impediment to transportation, or
2. to a RMTA maintenance facility pending the further characterization.

Irrespective of the ultimate waste characterization, RMTA may use state forces or employ other transporters that do not necessarily carry a hazardous waste transporter license to move the unknown material. Irrespective of the ultimate waste characterization, the RMTA maintenance facility will not be considered a hazardous waste

management storage or transfer facility as a result of temporarily storing this unknown material pending characterization. Based upon the further characterization, RMTA will dispose of the material at an appropriate disposal facility according to regulatory requirements. For any material taken to a RMTA facility that is subsequently determined to be a hazardous waste, RMTA will request and DEQ will provide an EPA provisional ID number specific to the incident.

When RMTA reports incidents of repeated abandoned containers in the same area to the DEQ, PREP staff will take appropriate investigative action and as necessary, coordinate with state /local police.

If local authorities make a declaration of emergency and direct that abandoned materials be managed as hazardous waste, regardless of the information or analysis described above, DEQ will consider the local authority declaring the emergency to have assumed full generator responsibilities for the waste. The generator is responsible for remediation and subsequent management of the waste in accordance with the Virginia Hazardous Waste Management Regulations. Failure of local authorities to declare an emergency does not necessarily reflect a situation that would preclude RMTA, VDEQ or VDEM from legitimately performing emergency procurement for necessary support services.

Use of VPSTF and VEERF for Unknown or Unwilling Responsible Party Cleanups

In cases where the RP is unknown or unwilling to respond to a pollution incident, the Virginia Petroleum Storage Tank Fund (VPSTF) may be used to fund cleanup of oil pollution incidents. Similarly the Virginia Environmental Emergency Response Fund (VEERF) may be used to fund cleanup of hazardous material incidents.

For oil spills where the RP is unknown or unwilling to conduct the cleanup, DEQ will provide cleanup and disposal of oil when there is:

1. recoverable free product,
2. a significant quantity of saturated/impacted soil (>1 Ton), or
3. the contamination poses a risk to a receptor (e.g. well, spring, sinkhole, surface water, basement, and underground utility).

For non-petroleum-related hazardous materials DEQ will provide cleanup and disposal activities where the hazardous material:

1. poses a substantial threat to human health and safety or the environment; or
2. failure to undertake corrective action poses a significant increased threat to human health or the environment.

The PREP staff may use a State Lead Contractor (oil incidents) or an emergency response contractor (oil/hazardous substance incidents) to perform DEQ-required cleanup and disposal tasks. Using information provided by RMTA and/or VDEM and working in conjunction with RMTA and/or VDEM, the PREP staff will develop a scope of work that meets DEQ cleanup requirements. The scope of work should include the restoration of the contaminated area including restoring the original grade and seeding the area. PREP will coordinate with RMTA to determine restoration requirements. For smaller cleanups, DEQ may utilize RMTA onsite personnel to oversee cleanup contractors and ensure that cleanups are being conducted according to a DEQ agreed-upon scope of work. The PREP staff must verbally approve any onsite change orders to the authorized scope of work. When RMTA onsite responders are acting in the capacity to provide oversight to a DEQ State Lead contractor, RMTA will provide DEQ with a short written account documenting that the cleanup work was performed according to the DEQ agreed-upon scope of work. This documentation will be used by the PREP staff to authorize payment to the contractor. The PREP staff will coordinate with RMTA and VDEM to establish expectations for when cleanup of smaller spills should occur and communicate the schedule, as necessary, to the local response organizations.

Contracting Procedures contains detailed information on DEQ contracting procedures and delegation of authority for authorizing use of the Funds.

Localities Seeking Reimbursement from VEERF

To be eligible for VEERF reimbursement for cleanup and disposal of abandoned materials, a locality must provide written documentation or reports declaring the emergency actions and supporting cost documentation. DEQ will also require similar documentation and/or reports from local authorities when other agencies or contractors seek VEERF claim reimbursement based on a declaration of emergency by local authorities.

RMTA Cleanup to Restore Operation to the Transportation System

For oil and/or hazardous material incidents where the DEQ determines that a cleanup is not necessary, RMTA may take whatever actions it feels is necessary to restore the operational function of the transportation system. If the local response organization disagrees with the scope and/or timing of any RMTA response activities, PREP and/or VDEM will intervene as necessary on behalf of RMTA to re-establish the Commonwealth's required response actions.

7.4 CHEMICAL COUNTERMEASURES AND SORBENTS

Chemical Countermeasures

The first line of operations for surface water oil spill cleanup is mechanical countermeasures such as booms and skimmers. However, when mechanical countermeasures are inadequate and oil threatens (or continues to threaten) the public interest or the environment, other response countermeasures may be considered. Chemicals applied to the spill can alter the properties of the oil to facilitate cleanup (e.g., surface washing agents, solidifiers, etc.). These products may also be used to protect sensitive areas as part of a strategy approved by the Unified Command (e.g. FOSC, SOS, and RP approval of the application of dispersants at sea). Use of chemical countermeasures on an oil spill does not change the spiller's liabilities as stated in § 62.1-44.34:18 of Article 11.

The National Oil and Hazardous Substances Pollution Contingency Plan (NCP) authorizes the FOSC (either EPA or Coast Guard) to direct and coordinate response efforts at spills affecting navigable waters. These efforts include defensive actions taken as soon as possible to prevent, minimize, or mitigate threats to the public health, welfare or the environment of the United States. The response may include the use of chemicals and other materials to restrain the spread of the oil and mitigate its effects (40 CFR § 300.310) and to ensure a timely, effective response that minimizes adverse impacts to the environment (40 CFR § 300.317). The FOSC, with concurrence from the state and the RRT (Regional Response Team) and in consultation with natural resource trustee agencies such as National Oceanic & Atmospheric Administration (NOAA) and Authority of Interior may authorize the use of chemical or biological agents listed on the NCP National Product Schedule. Virginia is party to an RRT III Memorandum of Agreement which prohibits the use of dispersants within the Chesapeake Bay, its tributaries and inland waters. More information about chemical countermeasures and a selection guide on the uses and limitations of specific products in various environments is available at the following link:

<http://www.uscg.mil/lantarea/rrt/rcp/Policy/SelectionGuide/SGOverviewindex.html>.

Section 311(d) (2)(G) of the federal Clean Water Act requires EPA to prepare a schedule of dispersants, other chemicals, and other spill mitigating devices and substances that may be used in carrying out the NCP. The National Product Schedule (NPS) is a list of chemical or biological products that have met the submittal requirements for effectiveness and toxicity data. A listing on the NPS does **not** mean the product is recommended or endorsed by EPA for use on an oil spill. In fact, some products on the NPS are toxic to certain species or may not be effective for use in particular situations. Virginia does not maintain a separate list of acceptable products. To access information on the NPS, contact the NCP Information Line at (703) 603-9918 or <http://www.epa.gov/oilspill/ncp>.

Authorization for use of chemical countermeasures is not necessary if products are used to mitigate the effects of a spill to protect human life and safety. The fire Authoritys using such products in an emergency, however, are obligated to notify DEQ and the NRC and to take practical steps to minimize runoff to state waters. Timely notification will assist DEQ staff in evaluating the threats to downstream water users.

Authorization is also not necessary if the products are used in primary or secondary containment areas that can be cleaned and the material fully recovered. This could include concrete berms or an enclosed wastewater drainage system with no access to state waters. Many products casually referred to as dispersants are in fact surface washing agents intended for use in these types of settings. Sales representatives for these products have been known to market these products to fire Authoritys and hazmat teams with the statements that they are EPA “approved” (i.e., on the NPS), biodegradable, and neglect to mention (or are unaware of) the requirement to contain the effluent following their use.

Sorbents

Sorbents are essentially inert and insoluble materials that are used to remove/recover oil or hazardous substances from water or land. Sorbents work through *adsorption* and/or *absorption*. In *adsorption* the material to be recovered *adheres* to the sorbent material on a molecular level as with water adhering to a glass surface. In *absorption* the material to be recovered is *absorbed* through capillary action as with a sponge. The capillary action of absorption is also a function of the adsorptive nature of the absorbing material and the material to be recovered. Sorbent materials may use a combination of the adsorption and absorption processes

Sorbent materials are generally manufactured in particulate form for spreading over the spill as sheets, rolls, pillows or booms. Loose material may also be available. Sorbent materials may be organic materials (e.g., peat moss, cellulose fibers, corn cobs, chicken or duck feathers), mineral compounds (e.g., volcanic ash, perlite, vermiculite, zeolite), or synthetic materials (e.g., polypropylene, polyethylene, polyurethane, polyester). Whatever the material, it must be recovered and disposed of properly. “New and improved” sorbent materials must be evaluated to make certain they are effective and that they don’t sink to the bottom of the water body where the material can not be recovered.

Unless a sorbent material is treated with a chemically reactive substance or biological additive it is not required to be listed on the NPS. The NCP Information Line at (703) 603-9918 may be contacted for product specific information.

7.5 IMPROPER OIL DISPOSAL AND DUST CONTROL

Article 11 prohibits the discharge of oil into or upon state waters, lands, or storm drain systems. The statute does not provide any exemption for minimal quantities, but a full investigation of each reported violation of Article 11 would consume considerable manpower. Therefore, some measures must be undertaken to minimize the time expended for minor incidents, such as those involving the disposal of waste motor oil. If the name and address of a person suspected of improperly disposing of waste oil or applying oil for dust control is known, the Regional Office (RO) should send an Informal Correction Letter as discussed in the Informal Correction section of the Enforcement Manual (Page 2-1). This letter should be worded to inform the RP that the reported actions are a violation of state law, and should be stopped. If a second report is received, the RO should investigate the incident, and a full report should be filed. Visual confirmation of the disposal/application is necessary for the Office of Enforcement to initiate action for an intentional pollution incident. If an oil disposal/dust suppression incident is handled by means of a letter with no field inspection, a copy of the Informal Correction Letter and a topographic map delineating the approximate area (if practicable) of the incident are sufficient to close the file.

7.6 INDUSTRIAL FACILITY

Upon receiving a report of an industrial waste pollution incident at an industrial facility, the investigator should notify the RO Compliance and Monitoring section, the RO Permit section and the Virginia Authority of Health (VDH), if downstream water supplies may be affected. The VDH will notify operators of public water intakes downstream. VDH is not tasked with notifications to operators of industrial water intakes. If there are industrial water intakes downstream of the incident that may be affected, PREP should notify officials at industrial facility. In instances where an acute water quality problem may develop as a result of the pollution incident, a regional investigation should be conducted.

7.7 ANIMAL WASTE

Upon receiving a complaint of an animal waste pollution incident, the investigator should obtain as much information as possible and determine if the facility has a VPDES or Virginia Pollution Abatement certificate for manure storage. DEQ investigates animal waste pollution incidents associated with permitted facilities. Upon arriving at the facility, the investigator should notify the owner of his or her presence and ask permission to enter; locate the suspected pollution incident site; note the types of animal and approximate number; and consult with the facility owner or operator and instruct the individual to stop the pollution incident. The investigator should document all investigative findings in a field notebook, collect appropriate samples when necessary, and take photographs to further document the investigation. Notify the Regional Animal Waste Section of the pollution incident. A facility that causes water quality problems may be required to obtain a permit even though the operation does not meet the normal permit criteria.

The Virginia Authority of Agriculture and Consumer Services (VDACS) investigates animal waste incidents where a permit does not exist. Cases at unpermitted facilities that do not demonstrate a significant water quality problem may be forwarded to VDACS for follow up under the Agricultural Stewardship Act.

7.8 SILTATION/EROSION

The DEQ has a Memorandum of Understanding with the Authority of Conservation and Recreation, Division of Soil and Water Conservation, which establishes a procedure to notify local authorities to resolve siltation and erosion complaints. All Virginia localities have adopted erosion control ordinances to address sedimentation resulting from subdivision, industrial and commercial development activities. If local authorities cannot obtain a solution, then the Division of Soil and Water Conservation will attempt to resolve the complaint. The most direct involvement by the DEQ in sediment and erosion problems is when a fish kill occurs. If a fish kill is reported, then the normal fish kill procedures, both for taking the report and for investigation, should be followed. For routine sedimentation/erosion reports, the complainant should be directed to the appropriate local government; in general, to the local administrator or utilities engineer. If the individual has already contacted the local government and feels that the problem was not adequately addressed, he should be referred to the Authority of Conservation and Recreation, Division of Soil and Water Conservation.

7.9 STREAM DREDGING AND FILLING

Any in-stream work that affects the physical, chemical or biological properties of state waters requires approval from the Virginia State Water Control Board in the form of a Virginia Water Protection (VWP) Permit. This activity may also require approval from the US Army Corps of Engineers via a nationwide or individual permit and permission to use a state-owned bottomland from the Virginia Marine Resources Commission.

Activities that are regulated include dredging and filling, excavating, gravel removal, bank or shoreline stabilization, stream channelization, and bridge and culvert construction. If a complaint is received involving any of the aforementioned activities, the investigator should try to obtain the following information:

1. the type of work being done;

2. who is doing the work – including all names, addresses, and phone numbers (including those of the contractor if the work has been contracted); and
3. a precise description of the location.

This information should be forwarded to the Regional VWP Permit staff for follow up, or to Central Office VWP Permit staff for projects that may involve the Richmond Metropolitan Transportation Authority. While the Virginia Water Protection Permit staff will initiate follow up actions on these matters, the PREP investigators may wish to be involved in site visits.

7.10 WETLANDS

The Regional Virginia Water Protection (VWP) permit staff generally investigates incidents involving wetlands. Exceptions to this include incidents involving RMTA, which are investigated by Central Office VWP staff. DEQ regulates most activities that occur in a wetland (filling, dumping, draining, ditching, excavating, etc.); therefore observations of such activities occurring possibly without a permit should be reported to VWP staff in the RO. Investigations and subsequent action on wetland incidents may also necessitate the involvement of the Virginia Marine Resources Commission, local Wetlands Boards, and the U. S. Army Corps of Engineers. Complaints about wetlands may include dredging or filling of wetland areas, trash dumping or destruction of the vegetation. The CO VWP staff should be contacted for guidance if questions on wetland matters arise.

7.11 REGULATED MEDICAL WASTE

PREP personnel should screen complaints concerning mismanagement of Regulated Medical Waste (RMW). Only legitimate complaints should be forwarded to Solid Waste staff for further investigation. Investigations and subsequent compliance/enforcement actions related to violation of RMW Regulations should be lead by the solid waste staff in accordance with established procedures. The following information is provided to assist PREP staff with screening complaints.

RMW is defined by characteristic or listing. In general characteristic RMW includes any discarded materials suspected by the health care professional in charge as being capable of producing an infectious disease in humans. **When discarded, RMW is typically packaged in red bags and/or labeled with a biohazard symbol.** Listed RMW generally includes:

1. Discarded cultures, stocks, specimens, vaccines, & other associated items that contain organisms likely to be pathogenic to humans. It includes discarded etiologic agents and wastes from the production of biologicals & antibiotics likely to have been contaminated by organisms likely to be pathogenic to health humans.
2. Human blood, human body fluids, and items contaminated with either.
3. All human anatomical wastes and human tissues, organs, or body parts.
4. Sharps likely to be contaminated with organisms that are pathogenic to healthy humans and all needles, syringes with attached needles, suture needles, and scalpels including sharps generated through veterinary practice.
5. Animal carcasses, body parts, bedding and related wastes when intentionally infected w/ organisms pathogenic to healthy humans for the purposes of research.
6. Residue or contaminated soil, waste or other debris from the cleanup of a RMW spill.
7. Any solid waste contaminated by or mixed with RMW.

Total or partial exclusions are outlined in 9 VAC 20-120-130. Notable exclusions include:

- Domestic sewage & mixtures managed through POTW system(s) or septic systems. (130.B.1 & 2, 130.C.2)
- Human remains used for medical examination by licensed physician or dentist. (130.B.3)
- Human remains properly interred (or in preparation for interment) in a cemetery by a licensed funeral director or embalmer. (130.B.4)

- Dead or diseased animals subject to VDACS requirements. (130.B.5)
- Meat & other food discarded due to spoilage. (130.C.1)
- Garbage, trash, and sharps (except from professional health care services provided on the premises) generated at residences, hotels, motels, campgrounds, ranger stations, etc. Sharps generated from non-professional health care may be disposed of in normal household waste provided they are placed in a puncture resistant container and labeled “Do Not Recycle – Medical Sharps” or managed in accordance with a local “safe sharps” program before being mixed with other wastes & disposed. (130.C.2)
- Used personnel hygiene products (diapers, tissues, sanitary napkins, etc unless determined by health care professional to be a RMW). (130.C.3)
- Discarded items when empty: urine collection bags/tubing, suction canisters/tubing, solution bags/tubing, colostomy bags, etc; unless regulated by 16VAC25-90-1910.1030 (130.C.4)
- Discarded items: urinary catheters, suction catheters, IV spikes, nasogastric tubes, oxygen/ventilator tubing, enema bottles, thermometer probe covers, bedpans/urinals, etc. unless regulated by 16VAC25-90-1910.1030. (130.C.5)
- Bandages gauze, or cotton swabs, & other absorbent materials unless saturated or would release human blood or human body fluids in a liquid or semi-liquid state when compressed. Includes items caked or dried with human blood (e.g., can release flakes or particles when handled). (130.C.6)

Specific requirements concerning transportation, storage, or disposal of RMW are outlined in the RMW Regulations. PREP staff should refer these inquiries to the Solid Waste staff or may consult the regulations for further information concerning the issue.

7.12 RADIOLOGICAL INCIDENTS

Upon receiving a report of a spill involving radioactive material, the investigator must contact the Virginia Authority of Emergency Management. The Authority of Emergency Management will relay the information on the spill incident to the Bureau of Radiological Health of the Virginia Authority of Health (VDH). Under the State Radiological Emergency Response Plan, the VDH will conduct an assessment to determine actual off-site radiation distribution to refine the projected dose. Based upon this assessment, VDH will recommend protective actions to be taken. VDH will evaluate the radiological situation on a continuing basis until the radiological emergency is over. Under the plan, the VDH will task other State agencies to provide radiological monitoring and furnish appropriate clothing, dosimeters, and monitoring equipment. The VDH will provide technical guidance and assistance relative to the actions required as indicated by the situation.

The State Radiological Emergency Response Plan requires DEQ to collect water and fish samples after qualified representatives from the Bureau of Radiological Health have monitored the area and determined that radiation levels are acceptable to the general public. The DEQ will collect samples only when radiation levels are acceptable to the general public.

The State Radiological Emergency Response Plan specifically requires that the DEQ:

1. Conduct and provide air quality monitoring from its existing air monitoring network as requested.
2. Provide assistance in collection and analysis of meteorological data.
3. Provide a decision making official at DEQ to be in continuous contact with the VDEM-EOC.

When radiation levels are acceptable to the general public, DEQ is also required to:

4. Collect water samples from rivers and lakes located within the ingestion EPZ (Exposure Pathway Zone) for assessment.
5. Collect fish samples from waters adjacent to the incident site for assessment.
6. Assist the VDH in radiological monitoring and accident assessment.

7.13 RADON

Radon calls should be referred to the Virginia Authority of Health or the VDH Radon web site <http://www.vdh.virginia.gov/rad/RHP-RADON.asp>. This web site provides educational materials regarding indoor radon for the general public. The web site also lists companies that are certified to be proficient in screening or testing for radon and contractors that provide mitigation. Upon request, the VDH provides other publications on indoor radon.

7.14 MISCELLANEOUS OFFENSES

Local or state law enforcement officials enforce Title 62.1, Chapter 20, and Miscellaneous Offenses of the State Water Control Law. Complaints such as throwing trash or garbage into state waters or obstruction of waterways should be referred to law enforcement officials. The State Police, county/city police, local sheriff, DGIF game warden, VMRC enforcement officer or a forest warden all have the authority to enforce this law. The most expedient way to handle reports which fall outside of DEQ programs is to advise the complainant to contact local or state law enforcement officials directly. Refer to **Section 4.11 - Potential Criminal Violation** for guidance to address knowing and negligent violations of DEQ programs.

7.15 FISH KILLS

The DEQ is specifically charged in State Water Control Law (62.1-44.15(11)) with investigating the large-scale killing of fish. Some latitude is inherent in interpreting what constitutes "large-scale". For this reason, it is important to try to obtain as much information as possible when a fish kill is reported to the DEQ.

In addition to the required minimum tracking information (See **Section 4.4 - Pollution Incident Complaint Tracking**), the following information should be obtained when a fish kill is reported:

1. Time the fish kill was first noticed.
2. Directions to the area of the kill that are as detailed as possible. (An investigator may have to find the site.)
3. Indication if kill is in progress, or if only dead fish were seen. If all fish were dead, how recently did they die?
4. Types of fish affected, including the species and the size of the affected fish.
5. Symptoms or behavior of the fish in the kill area. (*e.g.* gasping at surface, trying to jump out of water, bleeding at gills, etc.)
6. Estimated number of fish and the length of water segment affected. (These two factors provide an indication of the extent of the kill.)
7. Physical observations of the water such as color, odor, algae bloom or other unusual properties.

In the event of a major fish kill, the RO PREP should refer the case to the Regional Biologist or the Biologist Supervisor for management of the fish kill investigation. The link for the Fish Kill Manual is as follows.

http://deqnet/docs/main/water/guidance_memoranda/2002_guidance_memos/gm02-2002.fish_kill_investigation_man-2nd_ed.pdf

Section 6.0 - Requirements for DEQ to Make Notification contains DEQ notification requirements to localities and the news media.

DEQ does not generally respond to fish kills in private ponds unless there is a potential pollution source. PREP should refer these incidents to the local Cooperative Extension Service to provide advice on management of the pond to prevent further fish kills.

7.16 SEWAGE INCIDENT

All sewage pollution incidents should be relayed to the RO PREP. Upon receiving the notification, PREP will notify the Virginia Authority of Health (VDH), the RO Water Compliance Manager and the RO Permit Manager. The RO should ensure that the municipality is aware of the pollution incident. The VDH will notify the local Health Authority. A DEQ investigation may take place for line breaks which are reported during low flow conditions. Should the sewage pollution incidents/overflows become chronic; the DEQ RO permit and DEQ Office of Enforcement staff will work with the VDH representative to address the issue. When a sewage pollution incident affects shellfish or public water supplies, the VDH is responsible for closures. When a sewage pollution incident affects recreational waters, the local Health representative is responsible for closures of the water body. The DEQ should refer questions regarding health issues and their potential impacts to the VDH.

ATTACHMENT 13 Weather Process, Incident Response, & Emergency Response SOP

Weather Process

This document defines the steps to be taken by RMTA in managing weather events, which may include high winds, severe rain, snow storms, ice storms, hurricanes, tornadoes, flooding, and severe electrical storms, 24 hours a day, 7 days a week.

The Authority has defined a weather event as one that is unplanned, but usually with advance warning, that requires advanced preparation/planning to successfully manage. Such events usually have an adverse impact on traffic. This process assumes that personnel will have successfully completed the appropriate NIMS & RMTA training for all included roles.

Incident Process

This document defines the steps to be used by RMTA for managing highway incidents, including crashes, 24 hours a day, 7 days a week.

The Authority has defined an incident as an unplanned event that affects traffic. This definition can encompass fatalities, motor vehicle fluid spills, hazardous (i.e. Haz-Mat) and non hazardous cargo spills, abandoned unknown materials, terrorist/criminal actions, fire, disabled vehicles, that occur within RMTA Right of Way (ROW) or directly impact the functionality of the roadway system. These incidents are unplanned and require advanced preparation/planning to successfully manage. This process assumes that personnel will have successfully completed the appropriate NIMS and RMTA training for all included roles.

ATTACHMENT 14 – Left Blank Intentionally

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ATTACHMENT 15 - Instructions, FAMS Reports Manual



**FLEXIBLE ASSET MAINTENANCE
SERVICES (FAMS)**

**INSTRUCTIONS,
ASSET AND ACTIVITY CODES
FOR
REPORTS MANUAL**

December 2017

1. OBJECTIVE:

For all FAMS contract reports to be consistent.

2. FAMS REPORTING SUMMARY:

This manual is to provide instructions and guidance on the types of reports that are required to be submitted to the Richmond Metropolitan Transportation Authority (RMTA) on a weekly, monthly and quarterly basis. The Manual will inform you how RMTA would like the information presented, the format, the software to be used and the date the reports are to be submitted. All FAMS Contractors shall submit the following list of reports as required by contract.

- a. Work Accomplishment/Timeliness Requirements/Customer Service Summary
- b. Rolling Monthly Budget and Expenditures
- c. Third Party
- d. SWAM Report

3. QUARTERLY REPORTING DUE DATE:

The quarterly report shall be submitted each quarter on the 5th working Day of April, July, October and January.

4. FORMAT & SOFTWARE:

The Contractor at a minimum shall use the format requested by RMTA contained in this document. The Authority reserves the right to add or modify the information requested in the reports when needed. The information to be submitted will be the type of asset, route, city or county, mile marker, district, GPS latitude and longitude, date and time started, arrived and completed time and dates, description and comments and the unit of measure from the asset type codes and activity code with this manual. RMTA reserves the right to request the reports to be submitted in any type of over the counter purchase software. At this time, the Contractor shall submit all reports in an Excel format compatible to the Authority's software.

5. INSTRUCTION AND EXAMPLES:

The instruction and examples will provide information for filling out the reports and what is expected to be received by the Authority.

A. CUSTOMER SERVICE SUMMARY

This report shall be titled CUSTOMER SERVICE SUMMARY (Provided Weekly)

Work Accomplishments / Timeliness Requirements / Customer Service Summary for			Week Here	Year Here	
1	Date & Time Received	9/15/09 9:00 am	9/17/09 2:15 pm	2/5/10 4:00 PM	8/16/09 7:45 am
2	Notification From	TAMS Company	TOC	TOC	Susan Jones
3	Caller's Number	N/A	N/A	555-111-7123	555-222-2222
4	Asset Type	Turf	Sign	Flexible Pavement	Turf
5	Asset Code	230	310	400	230
6	Asset UOM	Acre	Each	LM	Acre
7	Asset Comment		Found on the ground	Pot Hole	Mower threw rock causing damage to right front glass
8	Route	I-64	I-64	I-81	I-64
9	Rt Name	US I-64	US I-64	US I-81	US I-64
10	County/City	Goochland	Albemarle	Warren	Norfolk
11	MM From	160.2	118	300	18
12	MM To	172	N/A	N/A	N/A
13	Activity Code	70156	72214	72220	70156
14	Activity Description	Mowing	Reset and Replace Sign Post	Asphalt Patching	Mechanical Mowing
15	Act UOM	Acre	Each	SQ. YD.	Acre
16	Quantity	25	1	1	1
17	GPS Lat.	38.0001	38.1111	38.2214	N/A
18	GPS Lon.	78.0001	78.5555	78.5556	N/A
19	Date & Time Completed	9/15/09 5:00 pm	9/18/09 10:00 am	2/7/10 1:00 Pm	
20	Timeliness Met?		Yes	Yes	
21	Days / Hours for Completion	1 Day	1 Day	1 Day, 21 hours	
22	Resolution				Sent claim package to customer.
23	Date Responded to Caller			2/7/10	8/17/09
24	Comments			TOC requested a return call	Received Claim package and forward to insurance company for review.

Below is the explanation for each block on the Work Accomplishment/Timeliness Requirement/Customer Service Summary report.

1. Date & Time Received – Enter the date and time notification was received.
2. Notification From - Enter the person's name that provided the information.
3. Caller Phone Number – Enter the caller's phone number if needed.
4. Asset Type – Select the correct asset type from the drop down box.
5. Asset Code – If chosen from the asset type drop down box, this will populate.
6. Asset UOM - If chosen from the asset type drop down box, this will populate.
7. Asset Comment - Add comment if need to clarify work completed.
8. Route – Select the route from the drop down box.
9. Route Name – If chosen from the route drop down box, this box will populate.
10. County/City - Select the county/city from the dropdown box.
11. Mile Marker From - enter mile marker for starting point or spot of the work.
12. Mile Marker To – enter mile marker for end of the work.
13. Activity Code - Used the attached list to choose the correct activity number. Enter the 5 digit number.
14. Activity Description - This will populate once activity number is entered.
15. Activity UOM - This will populate once activity number is entered.
16. Quantity – Enter the quantity used
17. GPS Latitude - Enter Latitude
18. GPS Longitude – Enter Longitude
19. Date/Time Completed – Entered the date and time completed.
20. Timeliness Met – Enter Yes or No.
21. Days/Hours for Completion - Enter amount of Days and/or Hours for completion of work.
22. Resolution – Enter the resolution of the problem.
23. Date Responded to Caller - Enter the date you responded back to the caller.
24. Comments – Enter any other helpful comments.

B. INCIDENT RESPONSE

This report shall be titled INCIDENT RESPONSE FOR (MONTH and YEAR)

Incident Response For		Month Here	Year Here						
1	2	3	4	5	6	7	8	9	10
Date & Time Received	Notification From	Date Time Arrived	Scene Description	Route	County/City	MM From	MM To	Assistance Provided	Date Time Departed
1/15/09 9:00 AM	TOC	11/15/09 9:20 AM	Tractor Trailer Overturned	I-495	Fairfax	51		Closed two right lanes, used 4 TMAs and cones.	11/15/09 12:00 PM

1. Date and Time Received – Enter date and time notice was received
2. Notification From – Enter the person name that provided the information.
3. Date/Time Arrived – Enter arrival date and time
4. Scene Description - Describe the scene
5. Route - Select the route from the dropdown box.
6. County/City - Select the county/city from the dropdown box
7. Mile Marker From - Enter mile marker for starting point or spot of the incident.
8. Mile Marker To - Enter mile marker for end of the incident if needed
9. Assistance Provided – Describe the assistance that was provided at the scene.
10. Date and Time Departed – Enter departed date and time.

C. MONTHLY BUDGET

This report shall be titled MONTHLY BUDGET REPORT FOR (WEEKLY and YEAR)

Month Here		Year Here				
Grand Totals Below			\$36,400.00	\$90,000.00	\$53,600.00	
1	2	3	4	5	6	7
Asset Type	Asset Code	Asset Item	UOM	Monthly Total Cost	Monthly Budgeted Amount	Variance
Turf	230	Litter	Acre	\$200.00		(\$200.00)
Turf	230	Litter	Acre	\$200.00	\$400.00	\$.00
Guardrail	#N/A	Guardrail	LFT	\$2,350.00	\$2,250.00	\$100.00

1. Asset Type - Select the correct asset type from the drop down box.
2. Asset Code - If chosen from the asset type drop down box, this will populate.
3. Asset Item - Select the correct asset item from the drop down box.
4. UOM - If chosen from the asset type drop down box, this will populate.
5. Monthly Total Cost – Enter the monthly cost
6. Monthly Budgeted – Enter what was budgeted for that item.
7. Variance – Formula driven – Excel calculates

D. THIRD PARTY

This report shall be titled THIRD PARTY REPORT FOR (MONTH and YEAR)

Third Party Report for			Month Here		Year Here								
1	2	3	4	5	6	7	8	9	10	11	12	13	14
Date Damaged	Asset Type	Asset Code	Asset UOM	Route	County/City	MM Location	Owner's Name	Insurance Co	Claim #	Amount Invoiced	Amount Received	Repaired Date	Status
12/3/09	Guardrail	340	LFT	I-64	James City	231	John Smith	State Farm	123456	\$2138.00	\$2138.00	12/15/09	None
12/06/09	Guardrail	340	LFT	I-64	New Kent	214	Carol Wilson	Geigo	987654	%465.00		12/15/09	Waiting on insurance company for payment

1. Date Damaged – Entered the date of the damage.
2. Asset Type - Select the correct asset type from the drop down box
3. Asset Code - If chosen from the asset type drop down box, this will populate.
4. Asset UOM - If chosen from the asset type drop down box, this will populate.
5. Route - Select the route from the dropdown box.
6. City/County - Select the county/city from the dropdown box.
7. Mile Marker Location - Enter mile marker of damaged area.
8. Owner's Name – Enter the vehicle owner's name.
9. Insurance Co. Name – Enter insurance company.
10. Claim Number - Enter insurance claim number.
11. Amount Invoiced – Enter the amount invoiced to the liable party.
12. Amount Received – Enter amount collected from the liable party.
13. Repaired Date – Enter date damaged was repaired.
14. Status – Enter the status for each entry.

The instructions below correspond to each item on the SWaM report. Please follow the instructions.

1. **Contractor/ Tax I.D. No.** enter the complete name of the prime contractor and their federal tax identification number.
- 1a. **Contract Name** indicate the name of the contract as it appears on contract documents
- 1c. **Contract No.** provide contract number
2. **Period Ending** indicate the reporting period based on the Reporting Schedule listed in these instructions
3. **Subcontractor/Vendor Telephone Number and Certification Number** enter the names of all subcontractors and suppliers that participate on this contract whether SWaM or not if required. For SWaM vendors please provide the certification number provided by the Virginia Authority of Minority Business Enterprise (DMBE)
4. **Tax I.D. No.** insert the tax identification number of the vendor that appears in the preceding column
5. **SWaM Category S,W,M, None** indicate the SWaM status of each vendor identified as a subcontractor or vendor. This number is issued by DMBE and can be located on their website at www.dmbv.virginia.gov.
6. **Subcontract Amount** indicate the subcontract amount for any vendor listed on this form.
7. **Subcontractor Payment** this section identifies the prime expenditures to vendors listed on this form for SWaM vendors on contracts valued at or above \$100,000 and non-SWaM vendors for contracts valued at or above \$200,000.
- 7a. **This Quarter** indicate the amount paid to each subcontractor per reporting period. If no payments were made during this period enter \$0.
- 7b. **Year to Date** summarizes all payments made to the vendor to date.
8. **Type of Work or Commodity** indicate scope of work or commodity acquired from the subcontractor.

REPORTING SCHEDULE

QUARTER	REPORTING PERIOD	DATE DUE TO CONTRACT OFFICER
1 st	July 1 – September 30	Five(5) working days after the reporting period
2 nd	October 1 – December 31	Five(5) working days after the reporting period
3 rd	January 1 - March 31	Five(5) working days after the reporting period
4 th	April 1 – June 30	Five(5) working days after the reporting period

If the submittal date falls on a weekend/holiday, the forms shall be submitted to the RMTA Contract Officer on the following business day.

7. ASSET TYPE CODES

The asset type codes below may be used in some monthly reports.

Asset Type Code	Asset Type	Asset Type UOM
140	DROP INLETS	EA
200	BRUSH	ACR
205	TREES	LFT
220	FENCES	LFT
230	TURF	ACR
299	OTHER ROADSIDE ASSETS	EA
310	SIGNS	EA
340	GUARDRAIL	LFT
344	GUARDRAIL TERMINALS	EA
370	IMPACT ATTENUATORS	EA
380	HIGHWAY LIGHTING	EA
399	OTHER TRAFFIC ASSETS	EA
400	FLEXIBLE PAVEMENTS	LM
435	CONTINUOUS REINFORCED CONCRETE	LM
436	JOINTED CONCRETE	LM
599	OTHER BRIDGE ASSETS	EA
1115014	Snow Removal - Primary System	EA
1115015	Snow Preparation	EA
1115036	Anti-Icing	EA
1116019	Dead Animals	EA
1118002	Emergency Repsonse Operations	EA
1118006	Incident Response Operations	EA

8. RMTA ACTIVITY CODES

The asset type codes below may be used in some monthly reports.

ORDINARY AND PREVENTIVE (CONDITION BASED) MAINTENANCE ACTIVITIES (70000)

Ordinary and condition based preventive maintenance work preserves roadway assets, corrects minor defects or problems, and extends the life of the asset.

This includes (1) maintenance work on assets exhibiting wear from use or weather; (2) work designed to prevent further deterioration and damage that is condition based and not cyclical; or, (3) maintenance work in response to citizen requests.

70101 Debris Removal

Small and large debris removal.

Cubic Yard

70102 Litter Patrol/ Pick-up

Litter patrol and litter pick-up.

Acre

70106 Change Bulb

Changing bulb on electrified asset

Each

70141 Hand Clean

Hand cleaning of drainage assets, traffic control devices, shoulders, tunnels, ferries, etc. Cleaning with manual tools (shovels, pickaxes, etc.). Cleaning without the use of machinery. Graffiti removal by hand cleaning to be charged to Activity 70147.

Linear Foot

70142 Machine Cleaning/ Mechanical Sweeping

Machine cleaning or sweeping of drainage assets such as pipes, ditches etc.; tunnels; roadside assets such as sidewalks, truck ramps, pedestrian trails, walls etc.; traffic assets such as rumble strips; pavement assets including roads, and paved shoulders etc. Also to be used for cleaning when using pressurized water such as power washing. Graffiti removal by machine cleaning to be charged to Activity 70147.

Linear Foot

70143 Cleaning/Flushing

Cleaning and/or flushing of bridge deck, superstructure and substructure elements, and; pipes or and box culverts; tunnels and ferries.

Each

70147 Graffiti Removal

Graffiti removal by any means, including but not limited to by hand or mechanical means.

Each

70151 Tree Removal

Removal of naturalized trees & associated debris.

Each

70152 Turf, Wildflowers, and Roadside Flowers

Establish and maintain turf, wildflowers and roadside flowers.

Acre

70153 Pruning

Pruning naturalized trees and removing associated debris. Apply this code to asset 205.

Linear Foot

70155 Turf (Hand Mowing)

Mowing turf by hand operated equipments, including push mowers, weed-eaters, or specialized hand operated grass or weed cutting equipment.

Hour

70156 Turf (Mechanical Mowing) **Acre**
Mowing turf by mechanical means, using tractors, gang tractors, boom axe tractors, bush hogs, or other heavy machinery or equipments.

70157 Brush Removal (Hand) **Shoulder Mile**
Removal of brush using hand operated equipment.

70158 Brush Removal (Mechanical) **Acre**
Removing brush by mechanical means.

70227 Road Surface Hand Patching **Each**
Pothole Patching by hand

PREVENTIVE (NON-CONDITION BASED) MAINTENANCE ACTIVITIES (71000)

This category includes any activity that is: 1) cyclical, and 2) not condition based.

Preventive maintenance is designed to extend the useful life of an asset. It includes systematic inspection, detection, and correction of incipient failures either before they occur or before they develop into major defects. Also included are activities performed to prevent failures or detect failures early. Mechanical and electrical tests, equipment adjustments, and part replacement, might be considered preventive maintenance. These activities are performed on a cycle and are not condition based.

FOR SIGNALS, FERRIES, TUNNELS, MOVEABLE BRIDGES, AND OTHER TRAFFIC ENGINEERING AND ITS ASSETS

71000 Preventive Maintenance (Planned/Cyclical)(Serv) **Each**
Use this code for preventive (non-condition based) maintenance activities for Signals, Ferries, Tunnels, Moveable Bridges, and all other TE and ITS assets.

FOR DRAINAGE, PAVEMENT, & BRIDGE ASSETS ONLY

71141 Hand Clean **Linear Foot**
Hand cleaning of drainage assets, traffic control devices, shoulders, tunnels, ferries, etc. Cleaning with manual tools (shovels, pickaxes, etc.). Cleaning without the use of machinery.

71142 Machine Cleaning/Mechanical Sweeping **Lane Mile**
Machine cleaning or sweeping of drainage assets such as pipes, ditches etc.; tunnels; roadside assets such as sidewalks, truck ramps, pedestrian trails, walls etc.; traffic assets such as rumble strips; pavement assets including roads, and paved shoulders etc. Also to be used for cleaning when using pressurized water such as power washing.

71151 Tree Removal **Each**
Removal of naturalized trees, and associated debris from drainage, pavements, and bridges for the purpose of preserving the infrastructure and assets.

71157 Brush Removal (Hand)**Acre**

Removal of brush and debris from drainage and pavements using hand operated equipment for the purpose of preserving the infrastructure and assets.

71158 Brush Removal (Mechanical)**Acre**

Removal of brush and debris from drainage and pavements by mechanical means for the purpose of preserving the infrastructure and assets.

REPAIR / CORRECTIVE ACTIVITIES (72000)

Repair or corrective maintenance is work that is required to return a damaged or deteriorated asset to design, functionality and capability.

72000 Repair/ Corrective Activities (Serv)

Activities not included elsewhere under Repair/ Corrective. Select appropriate unit of measure.

72210 Electrical Repairs**Each**

Lamp repair or bulb replacement, repair of blown fuses, damaged circuits or other electrical or solid-state components. Repairs include service cabinets, wiring, circuits, breakers, control boxes and components, chip or remote camera repair. Repair of electric or electronic devices. Includes all lighting repairs for all assets. Does not include bulb replacement.

72214 Reset or Replace Sign Post**Each**

Resetting or replacing sign posts. "Each" is one Sign Post.

72215 Re-hang and Repair Signs**Each**

Repairing or re-hanging sign panels. "Each" is one Sign Panel.

72216 Spot Guardrail Repair**Linear Foot**

Repair or replace guardrails, posts, terminal parts.

72220 Asphalt Patching**Square Yard**

Patching potholes, blow-ups and other irregularities on the pavement surface or bridge deck surface with hot or cold mix and skin patching. This covers placement of asphalt not using a paving machine and less than 500 feet of full lane width skin patching. It can be applied to both asphalt and concrete surfaces.

72222 Concrete Patching/ Repair**Cubic Yard**

Patching holes, blow-ups and other irregularities on concrete surfaces such as pavement with concrete, bridge decks or other concrete assets. This activity includes cutting and removing damaged concrete and patching concrete areas.

72228 Machine Patching using**Ton****Plant Mix or Liquid Asphalt and Stone**

Large road surface patches using pavers, tailgate spreaders, graders, saws, jackhammers and asphalt

RESTORE / REPLACE ACTIVITIES (73000)

Replacement or restorative maintenance is the replacement or complete restoration of assets that can not be repaired.

73216 Guardrail Upgrade**Linear Foot**

Replace or Upgrade guardrail for compliance with current standards.

OTHERS

1115014 Snow Removal – Primary System	Lane Mile
1115015 Snow Preparation	Each
1115036 Anti-Icing	Lane Mile
1116019 Dead Animals	Each
1117620 Fence Repair	Linear Foot
1118002 Emergency Response Operations	Each
1118003 Incident Management Operations	Each

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ATTACHMENT 16 – RMTA Facilities for Contractor Use

RMTA Facilities for Contractor Use:

At the start of Contract operations, the RMTA facilities/sites listed below will be made available to the Contractor for use under a license agreement with RMTA. Terms of the license agreement are attached. In addition to the terms set forth in the attached license agreement, the following terms shall apply to any licensed facility/site:

For the duration of the license, the Contractor will be required to maintain the licensed facilities and site as specified in the attached license agreement. Maintenance of the facilities and site will include (but not be limited to) all grounds, vegetation, fencing, building and structures, utilities, pavement and any other site improvements. A facilities/site maintenance plan shall be submitted by the Contractor to the Contract Administrator 30 days after the start of the Contract.

Prior to the Contractor moving into any facility/site, an inspection of the facility/site will be completed. Attendees shall be the Contractor, Contract Administrator and the District Facilities Manager to review each facility/site the Contractor plans to use. A list will be made of any deficiencies in the facilities or grounds. Pictures will be taken and documented. Each party will sign the document agreeing to the list of deficiencies. The Contractor will not be allowed to move onto the RMTA facility/site until the list of deficiencies document has been signed by both parties. Once the Contractor moves onto a facility/site, the Contractor shall have 7 days to notify RMTA in writing of any missed deficiencies overlooked at the time of inspection. These items will be reviewed by the Facilities Manager and Contract Administrator and if determined to be missed deficiencies, will be added to the list of deficiencies.

In addition to any inspections provided for in the attached license agreement, twice a year, the Contractor, Contract Administrator and Facilities Manager will re-inspect the licensed facilities and grounds for any damage caused by the Contractor and/or its subcontractor(s). The Contractor shall promptly repair or replace any damage caused by the Contractor and/or its subcontractors; provided, however, if the damage results in the Facility Manager needing to hire an A/E, the Facilities Manager will oversee the repairs or replacement and all costs will be invoiced to, and paid by, the Contractor, or deducted from the Contractor's next payment.

RMTA Facilities/Sites to be available:

Powwhite Parkway SB – Salt Shed/Maintenance Area

Add picture of salt shed area

Add picture of trailer at salt shed area

Add picture of small office at salt shed area

The cost of each of the above-listed RMTA facilities/sites shall be \$12.00 annually at the time of bidding to reduce the total cost of the Contract. **Contractor shall list the RMTA Facility/Site in their proposal if the Contractor intends to use any facility or site listed above.** Any other facilities/sites that may be licensed to the Contractor for Contract work will be subject to prices compatible to the area.

Or decide if there is “No Current Facility LOT Area Available For Contractor Use”

ATTACHMENT 17 – License Agreement (Non-Fuel)

License Agreement (Non-Fuel)

This License Agreement ("License"), dated the _____ day of _____, 20_____, is by and between the RICHMOND METROPOLITAN TRANSPORTATION AUTHORITY ("RMTA"), Licensor, and _____, ("_____" or "Licensee").

WITNESSETH

WHEREAS, RMTA and _____ have entered into a roadway maintenance contract known as the Turnkey Asset Maintenance Services _____ Contract (IFB # _____) (herein, the "FAMS Contract"); under which the Licensee will provide roadway maintenance services from _____ through _____ (11:59:59 P.M.) and through any renewal period of said FAMS Contract, if any; and

WHEREAS, the FAMS Contract provides that RMTA will allow _____ to use certain real property (described below) for the performance of the FAMS Contract.

NOW THEREFORE, in accordance with Section 33.1-13 of the Code of Virginia (1950), and for and in consideration of a monthly payment of _____, said amount to be deducted from the FAMS Contract monthly payments to _____, and for and in consideration of the terms, conditions, covenants, promises and agreements herein made, RMTA hereby grants to _____ a non-exclusive, non-assignable, non-transferable, and revocable license to enter upon and use the following described parcel(s), and where specifically designated, the improvements thereon (collectively, the "Premises"), together with the right of ingress and egress thereto and therefrom, subject to all of the terms and conditions contained in this License, for the purpose set forth in Section 2 (Use of Premises).

Nothing contained in this License shall be interpreted to create anything other than a license. This License shall specifically not create any right, title or interest in the Premises, nor shall it create an easement or a lease.

1. **PREMISES.** The Premises are more particularly described as:

2. **USE OF PREMISES.** The Premises may be used and occupied by Licensee for the limited and sole purpose of Licensee’s administering, implementing, managing, monitoring, or otherwise executing the FAMS Contract and for no other purpose. The scope of work for the FAMS Contract includes the management and performance of all maintenance activities associated with Roadway, Drainage, Structures, Roadside, Vegetation and Aesthetics, Traffic Services, Snow and Ice Control, and Incident Management and other services defined in the FAMS Contract. Licensee may allow its FAMS Contract sub-contractors to use the Premises but only for the sole and limited purpose of executing the FAMS Contract, and Licensee shall be responsible for any damage, injury or loss of every kind and nature, whether relating to person or property, arising out of, or incident to, the use of the Premises by any sub-contractor(s), agents, employees, or invitees of Licensee.

3. **EFFECTIVE DATE.** This License shall be effective on the date that this License is fully executed by RMTA and _____ (the "Effective Date").

4. CONDITION OF PREMISES. This License is subject to all existing covenants, conditions, reservations, contracts, leases, licenses, easements, encumbrances, restrictions, and rights of way with respect to the Premises, whether or not of record. Licensee covenants that it has inspected the Premises and accepts the Premises “as is” without any representations or warranties by RMTA as to the condition or usefulness of the Premises for any purpose. Structures, building materials, or building components on this property may contain asbestos. Asbestos can pose health hazards if not properly managed. Upon request by Licensee, RMTA will disclose to the Licensee the location of any known asbestos-containing materials and/or asbestos hazards.

5. KEYS. On the Effective Date, RMTA shall deliver to Licensee two (2) keys to each building that is part of the Premises. Licensee shall have the right to protect its personal property (e.g., equipment and supplies) that it stores on the Premises, but in no event shall Licensee change or add locks without the prior written consent of RMTA, which consent shall not be unreasonably withheld or delayed. Upon termination of this License, all existing keys for the Premises will be surrendered to RMTA.

6. OPERATIONS ON PREMISES. Licensee shall keep the Premises, and shall perform all operations and activities on the Premises, in full compliance with all laws, statutes, rules, regulations, ordinances or restrictions (including, but not limited to, zoning and building laws and ordinances, environmental protection laws and regulations, worker’s compensation laws and regulations, and the rules, regulations and orders of any governmental agency and any building or environmental permit) of any kind whatsoever pertaining to the Premises. Licensee shall not allow the Premises to be used for any illegal or unauthorized purpose and shall not do or allow any act which may disturb occupants of adjoining property or cause damage to adjoining property. Licensee shall immediately notify RMTA in writing if Licensee has any knowledge of the Premises being used in an illegal or unauthorized manner or by an unauthorized party. Licensee shall be permitted to use the Premises for the use specifically authorized herein at any hour of the day but shall keep any gate to the Premises locked at all times that the Premises are not actively being used by Licensee or its FAMS Contract subcontractors.

Licensee shall not undertake, or permit, allow, or cause any employee, agent, contractor, invitee, or other party to undertake, any act on the Premises which shall cause or be likely to cause any injury or damage to any person or to the Premises. Whenever the activities of Licensee, its employees, agents, contractors, invitees or other parties on the Premises create or threaten to create a hazard to public safety or welfare or to the environment, Licensee shall take all reasonable actions to abate immediately the hazard, or threat thereof, and shall immediately notify RMTA and any other affected parties of such incidents or conditions. RMTA shall have the right, but not the obligation, to direct Licensee to halt any activity on the Premises for noncompliance with any provision of this License or when RMTA believes it to be necessary to protect the public welfare or safety or the environment.

Licensee shall not interfere with the normal operation and activities of RMTA on the Premises, and Licensee shall conduct its activities on the Premises to minimize damage to the Premises and inconvenience to RMTA, its agents, employees and invitees. RMTA, its employees, and agents shall have the right to enter any part of the Premises at any and all times. This License shall not in any way limit the right of RMTA to enter the Premises or to permit any RMTA authorized individual or entity to enter the Premises. This License shall further not limit the right of RMTA to lease a portion of the Premises pursuant to Section 2.2-1151(C) of the Code of Virginia, as amended, or to license another entity to use a portion of the Premises, provided however that RMTA agrees to work with Licensee on the location of any such leased or licensed portion of the Premises so as not to interfere with Licensee’s operations on the Premises.

7. ALTERATIONS. No alterations, additions, or improvements shall be made to any part of the Premises without the prior written consent of RMTA. If consent is granted, Licensee is responsible for any testing, notifications and/or abatement of asbestos-containing materials that could potentially be disturbed by said activities.

8. PERMITS AND REGULATIONS. Licensee shall be responsible for securing any required approvals, permits and authorizations from any federal, state or local agencies and shall comply with all applicable laws and regulations.

9. PERSONAL PROPERTY. All personal property placed in or kept on the Premises shall be at the sole risk of the Licensee or the owner of such personal property, and RMTA shall have no liability for loss, damage, or deterioration of same for any reason.

10. INDEMNIFICATION; INSURANCE. (a) Notwithstanding anything in this License or in the FAMS Contract to the contrary, Licensee hereby agrees to indemnify, defend, and hold harmless RMTA, the Commonwealth of Virginia, its agencies, institutions, officials, employees, agents and volunteers from and against all loss or damage, suits, judgments, fines (including any sums ordered to be paid or expended by RMTA by any governmental entity as a fine, penalty or damages for any violation of any applicable environmental law or to remediate, clean-up or remove any hazardous or other materials), penalties, costs and expenses (including experts' and consultants' fees and costs, and attorneys fees) loss or damage liabilities (including sums paid in settlement of claims), and claims for damage, injury or loss of every kind and nature whether relating to person or property, arising or resulting, or alleged to arise or result, directly, indirectly or incidental to, use of the Premises by Licensee, its employees, agents, subcontractors, and/or invitees, including but not limited to any claim for damage, injury or loss of any kind, whether relating to person or property, arising or resulting, or alleged to arise or result, from any release, suspected release, or threat of release of any hazardous materials, or other chemicals or materials, including sodium chloride, calcium chloride and other deicing chemicals, in, on, under, from or affecting the Premises and/or any other real property, air, soil, groundwater, surface water, waterway, or body of water to which such materials have spread from the Premises or been released in, on, or under, as a result of, or in connection with, use of the Premises by Licensee or Licensee's employees, agents, subcontractors and/or invitees.

Licensee further agrees that any performance bond or insurance protection provided by Licensee shall in no way limit Licensee's responsibility to indemnify, defend, and hold harmless RMTA, the Commonwealth of Virginia, its agencies, institutions, officials, employees, agents and volunteers as herein provided. Further, Licensee's agreement to indemnify, defend, and hold harmless shall not be terminated by, and shall survive, any termination of this License.

(b) In addition, with respect to any subcontract which, when aggregated with all subcontracts between Licensee and such subcontractor of Licensee for the same Fiscal Year (as defined in the FAMS Contract) is in excess of \$50,000.00, Licensee agrees to cause said subcontractor to indemnify, defend, and hold harmless RMTA, the Commonwealth of Virginia, its agencies, institutions, officials, employees, agents and volunteers from all loss or damage arising or resulting from, or alleged to arise or result from, said subcontractor's use of the Premises to the extent set forth in the foregoing Subsection 10(a).

(c) Beginning on the Effective Date and continuing through the duration of this License, Licensee, at Licensee's expense, shall keep in force, with an insurance company authorized to transact business in Virginia, and in a form acceptable to RMTA, a commercial general liability policy providing bodily injury, property damage, and products and completed operations coverage in an amount of not less than \$1,000,000 per occurrence with a \$2,000,000 annual general aggregate limit specific to the FAMS Contract and a \$2,000,000 products and completed operations aggregate limit specific to the FAMS Contract. The insurance policy shall name RMTA, the Commonwealth of Virginia, its agencies, institutions, officials, employees, agents and volunteers as an additional named insured. Licensee shall require all of its sub-contractors doing work on the Premises to provide the foregoing coverage which sub-contractor policies shall name RMTA, the Commonwealth of Virginia, its agencies, institutions, officials, employees and agents as additional named insureds.

(d) On or before the Effective Date, Licensee shall deliver to RMTA a certificate of insurance showing the insurances required in Section 10(c) to be in force and effect, a copy of the additional insured endorsement naming RMTA as an additional insured, together with a copy of a paid receipt for the first year's premium. The policy shall provide for not less than thirty (30) days prior written notification to RMTA in the event of cancellation.

(e) In the event that Licensee or a sub-contractor of Licensee fails to obtain and maintain the insurance required by this License, RMTA may, at its option, cause the required insurance to be issued and maintained, and make a deduction from the monthly FAMS Contract payments for the premiums for such insurance.

11. MAINTENANCE, REPAIRS, UTILITIES AND OTHER COSTS. (a) Licensee is obligated to undertake any and all maintenance, repairs and/or replacements to the Premises except for repair to the structural components of any structure that is part of the Premises including roof, downspouts, gutters and exterior walls (neither windows nor doors are regarded as exterior walls for the purpose of this clause), liquid chloride tanks and any paved parking lot on the Premises; provided, however, that Licensee shall be responsible for all maintenance, repairs and/or replacements to or for the saltwater retention pond(s) including any of a structural nature.

(b) Licensee shall keep, repair, and maintain at Licensee's expense, all plumbing, lighting, heating, ventilation, air-conditioning, electrical and mechanical devices and appliances of every kind or nature located on the Premises in good working order and condition, and shall, if necessary, make such alterations, additions, and/or modifications to all equipment, electrical and mechanical devices, and appliances on the Premises or serving the same so as to comply at all times with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to health, safety, fire, and public welfare. If repairs or replacements are not made in-kind or if Licensee is adding any equipment, alterations, additions and/or modifications to the Premises, Licensee shall first obtain the prior written consent of RMTA, and shall also obtain any required permit for the work such as a BCOM permit and a USBC code permit. RMTA will file and process such permit(s) through RMTA's _____ District Facilities Manager's Office, with copies sent to Director, Administrative Services Division, Richmond Metropolitan Transportation Authority, 1401 E. Broad Street, Richmond, VA 23219.

(c) Notwithstanding the foregoing, however, or anything in this License to the contrary, Licensee shall be responsible for, and shall repair, any damage to the structural components of any structures that are part of the Premises if the damage is caused by Licensee, its agents, employees, contractors, or invitees. Further, if Licensee shall become aware of any condition on the Premises that constitutes an immediate threat of injury to person or property, whether or not caused by Licensee or its sub-contractors, Licensee shall without delay notify RMTA of such threat and shall without delay take such action as may be reasonably necessary for the protection of person and property and shall give notice thereof to RMTA as soon thereafter as possible.

(d) If Licensee, its employees, agents, contractors, or invitees cause any damage to the Premises, or to RMTA's roads, infrastructure or other property and improvements (collectively "Property") in connection with the use of the Premises, reasonable wear and tear excluded, Licensee shall promptly repair and restore, at its cost, the Premises and Property to their original condition. In the event that repair or restoration is performed following the termination of this License, the Indemnity and Insurance obligations in Section 10 and Section 16 shall continue until repair and restoration is completed as provided herein. At the termination of this License, Licensee shall deliver the Premises to RMTA in as good condition and repair as the same were on the Effective Date, reasonable wear and tear excepted. In the event that Licensee fails to deliver the Premises to RMTA at the termination of this License in as good condition and repair as the same were on the Effective Date, reasonable wear and tear excepted, then in addition to any other remedy that RMTA may have, RMTA shall be entitled to deduct from the FAMS Contract final payment the reasonable cost to repair and restore the Premises to as good condition and repair as existed on the Effective Date, reasonable wear and tear excepted. If the cost of such repair and restoration exceeds the amount of the FAMS Contract final payment, then Licensee will be invoiced for, and shall pay, the additional cost.

(e) Licensee shall install and maintain in good working order at least one smoke detector and one carbon monoxide detector in each building that is part of the Premises.

(f) Licensee shall pay all charges for utility services to the Premises, including, but not limited to, service charges, connection and disconnection charges, use charges, and taxes. Licensee shall provide such heating as shall be sufficient to prevent freezing of pipes, plumbing, and associated equipment.

(g) Licensee shall be responsible for its own trash pickup and proper disposal, or the hiring and payment, at Licensee's own expense, of an authorized trash pick-up service.

(h) Licensee shall keep the Premises in a neat and orderly condition and shall not allow the accumulation of any trash or waste on the Premises.

(i) Upon the termination of this License, Licensee shall surrender the Premises in as good condition as Licensee obtained same on the Effective Date, reasonable wear and tear excepted.

12. LIQUID CHLORIDE TANKS. Licensee shall have authority to use, fill, and refill, at Licensee's own expense, the liquid chloride tanks on the Premises as appropriate in the proper performance of the FAMS Contract. Licensee shall conduct proper preventive maintenance on the liquid chloride tanks, including monthly inspections and monthly circulation ("running") of the chemicals to keep the pumps from locking up. Licensee is also responsible for the maintenance and repair of the liquid chloride tanks on the Premises, and their associated parts and mechanical and electrical systems, at Licensee's own expense. Licensee shall document the monthly preventive maintenance and all repairs and store this documentation on site for the immediate review by RMTA, as needed. Licensee shall report any incident of release of liquid chloride of any type to RMTA and other appropriate authorities and take immediate action to correct any resulting contamination.

13. SALTWATER RETENTION PONDS. Licensee shall utilize the saltwater retention ponds to capture runoff that is contaminated with snow removal chemicals and shall conduct proper (routine) inspections, preventive maintenance and repair of the saltwater retention pond, and associated drainage conveyances at Licensee's own expense. Licensee is prohibited from discharging or allowing the release of any water contaminated with snow removal chemicals onto the Premises or onto any adjacent parcel. Licensee shall be responsible for monitoring the retention ponds and assuring proper disposal of the contents in accordance with state and federal laws and regulations. Licensee shall be responsible for monitoring the condition of the liner of the retention ponds and immediately notify RMTA of any condition that would allow, or might allow, leakage of the contents.

14. EMERGENCY REPAIRS; INSPECTIONS.

Notwithstanding anything in this License to the contrary, RMTA and its representatives may enter the Premises at any time to make emergency repairs, preserve the Premise, or to prevent or abate any nuisance, hazard, or unlawful conditions. RMTA also reserves the right to conduct routine safety and/or environmental inspections of the Premises as well as periodic inspections of the Premises to determine whether the Premises are being used in a manner consistent with the requirements of this License and the FAMS Contract. RMTA shall provide reasonable notice of such inspections so as to not disrupt the Licensee's work operations. Licensee understands that many inspections or similar evaluations are based on regulatory provisions governed by federal, state and/or local agencies such as EPA, OSHA, Virginia Authority of Environmental Quality, Virginia Authority of Conservation and Recreation, etc. and are beyond RMTA's purview or control. Licensee hereby consents to said routine safety and/or environmental inspections of the Premises and agrees to accommodate RMTA's inspectors or other inspectors approved by RMTA. Licensee further agrees to provide appropriate responses and/or corrective actions for any deficiencies noted in the inspections. The provisions of all rules and regulations governing safety as issued by the Authority of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work performed on the Premises. Inspectors from the Authority of Labor and Industry and the Commonwealth of Virginia, Authority of Environmental Quality shall be granted access to the Premises for inspection of all work performed thereon without first obtaining a search warrant from the court.

15. DAMAGE OR DESTRUCTION OF THE PREMISES. (a) If the Premises, or any part thereof, are damaged or destroyed by fire or other casualty, Licensee shall notify RMTA immediately. RMTA shall not have any obligation, but may elect in its sole discretion, to repair and restore the Premises to their former condition.

16. ENVIRONMENTAL CONTAMINATION. (a) Licensee shall not cause or contribute to, or permit any other party to cause or contribute to: (i) any pollution of surface water, groundwater, or soil or (ii) any condition which may result in a claim of liability under any applicable environmental and/or common law.

(b) Licensee shall promptly, and at its sole cost and expense, take any and all steps necessary to remedy promptly any condition involving environmental contamination of the Premises resulting from, or incident to, the Licensee's use of the Premises or caused by any employee, agent, contractor, or invitee of Licensee. Notwithstanding anything in this License to the contrary, this obligation shall survive the termination of this License. In the event that remediation is performed following the termination of this License, the Indemnity and Insurance obligations **in this Section 16 and in Section 10 of the license** shall continue until remediation is completed.

(c) With the exception of toxic or hazardous substances that are necessary for Licensee to perform roadway maintenance services under the FAMS Contract, Licensee shall not, without the prior written approval of RMTA, engage in or allow any activity on the Premises involving: (i) the handling of any toxic or hazardous substances, (ii) the storage, treatment or disposal of any toxic or hazardous substances, or (iii) any other substance that may be the subject of liability pursuant to any environmental law of the United States or the Commonwealth of Virginia. For the purposes of this License, "hazardous substance(s)" shall have the meaning of "hazardous substance" at 42 U.S.C. Section 9601, as amended.

(d) Licensee shall not bring, or permit any party to bring, onto the Premises any hazardous waste found off of the Premises and shall not permit the disposal or storage of any hazardous or other waste on the Premises. This provision shall apply in all events, notwithstanding that the hazardous waste may be the result of an accident or incident on the roads or rights-of-way maintained by Licensee under the FAMS Contract.

(e) Except in strict conformance with Licensee's performance of the FAMS Contract, Licensee shall not discharge, or permit the discharge of, any toxic or hazardous substance, or any other environmentally harmful substance, to the air, soil, surface water, or ground water.

(f) In addition to the insurance required in Subsection 10(c), throughout the duration of this License, the Licensee, at the Licensee's expense, shall keep in force, with an insurance company authorized to transact business in Virginia, and in a form acceptable to RMTA, a pollution liability insurance policy with coverage in an amount of not less than \$5,000,000 per occurrence with a \$10,000,000 annual general aggregate limit specific to the FAMS Contract. Said policy shall cover Licensee from liability arising out of bodily injury, property, cleanup and remediation costs and environmental damage caused by Licensee's operations on the Premises whether said damage arises at, on, under or emanates from the Premises. Additional coverage shall include completed operations, improper supervision or lack of supervision of sub-contractors, transportation, and loading and unloading of covered operations by Licensee-owned, or sub-contractor owned, or third-party carriers. Excess or umbrella insurance may be used to satisfy the limit requirements for liability insurance. Such excess or umbrella insurance shall apply without any gaps in coverage or in the limits of coverage and shall follow the form of the underlying primary insurance. The insurance policy shall name RMTA, the Commonwealth of Virginia, its agencies, institutions, officials, employees and agents as additional named insureds and shall provide coverage for all activities of Licensee, its employees, agents, contractors or invitees on the Premises.

(g) On or before the Effective Date, the Licensee shall deliver to the contract administrator for the FAMS Contract a certificate of insurance showing the insurance required by Section 16(f) to be in force and effect, a copy of the additional insured endorsement naming RMTA as an additional insured, together with a copy of a paid receipt for the first year's premium. The policy shall provide for not less than thirty (30) days prior written notification to RMTA in the event of cancellation.

(h) In the event that Licensee or a sub-contractor of Licensee fails to obtain and maintain the insurance required by this License, RMTA may, at its option, but without any obligation, cause the required insurance to be issued and maintained, and make a deduction from the monthly FAMS Contract payments for the premiums for such insurance.

(i) Notwithstanding anything in this License or the FAMS Contract to the contrary, Licensee shall not, except on the express prior written consent of RMTA, bring any toxic or hazardous substances including sodium chloride, calcium chloride and other deicing chemicals, on to the Premises, or handle or move any toxic or hazardous substances, already on the Premises, until RMTA has performed or procured an Environmental Site Assessment of the Premises to determine and document the environmental condition of the Premises. RMTA will share said Assessment with Licensee, and the environmental condition of the Premises as indicated in said Assessment shall be the agreed environmental condition of the Premises as of the Effective Date. Licensee agrees that upon termination of this License, Licensee shall deliver the Premises to RMTA in the same environmental condition as existed on the Effective Date as documented and established by the Environmental Site Assessment, but also taking into account any remediation undertaken during the course of this License. In the event that Licensee fails to deliver the Premises to RMTA at the termination of this License in the same environmental condition as existed on the Effective Date as documented and established by the Environmental Site Assessment, then in addition to any other remedy that

RMTA may have, RMTA shall be entitled to deduct from the FAMS Contract final payment the estimated cost to put the Premises in the same environmental condition as existed on the Effective Date as documented and established by the Environmental Site Assessment. If the cost of remediation exceeds the amount of the FAMS Contract final payment, then Licensee will be invoiced for, and shall pay, the additional cost.

(j) Licensee shall be allowed to install aboveground diesel fuel storage facilities in compliance with federal, state, and local laws and regulations, including but not limited to the Uniform Statewide Building Code, the Spill Prevention, Control and Countermeasure (SPCC) requirements under 40 CFR Part 112 for the storage of more than 1,320 gallons of oil. Licensee is encouraged to provide secondary containment for any aboveground storage tanks and stored oil products where the total facility oil storage capacity is less than 1,320 gallons. Any such storage facilities shall be removed from the Premises upon termination of this License.

(k) For the purposes of this License, Licensee is designated as and shall be (1) the facility "Operator" and hazardous waste "Generator" under the definition provided in the Resource Conservation and Recovery Act; (2) the "Permittee" for activities requiring any environmental permit; and (3) the "Responsible Party" as defined under the State Water Control Law for any releases of hazardous materials, substances or waste occurring as a result of use of the Premises by Licensee, its employees, agents, subcontractors and/or invitees. Licensee shall be solely responsible for the obligations imposed as either the Operator, Generator, Permittee, or Responsible Party.

(l) Licensee shall not utilize for any purpose the vehicular fuel underground storage tanks (USTs) or the vehicular fuel aboveground storage tanks (ASTs) located on the Premises. Licensee shall give RMTA unobstructed access, upon reasonable notice, to monitor, service, repair, replace, close (either temporarily or permanently), re-open, and/or remove said USTs and/or ASTs at RMTA's sole discretion. Licensee shall not alter, move or disturb in any manner said USTs and/or ASTs. Licensee further agrees to give the Virginia Authority of Environmental Quality and its contractor's unobstructed access to the facility to investigate and perform corrective action in the event of a petroleum release located on or near the Premises.

17. TERMINATION. (a) Unless earlier revoked and terminated by RMTA, this License shall terminate _____ (11:59:59 PM), provided, however, if the FAMS Contract is renewed, then unless earlier revoked and terminated by RMTA, this License shall terminate at the end of said renewal period. If at any point during the course of the FAMS Contract (or any renewal thereof), Licensee determines that it will no longer use the Premises for the FAMS Contract work, Licensee shall promptly notify RMTA of the last day that it will use the Premises for the FAMS Contract work. Notwithstanding any other provision in this License or in the FAMS Contract to the contrary, this License is freely revocable at the sole option of RMTA and may be terminated by RMTA for any reason and at any time upon sixty (60) days written notice to the Licensee. At the termination of this License, Licensee shall immediately cease use of the Premises and shall deliver peacefully the Premises in as good condition and repair as the same were on the Effective Date, reasonable wear and tear excepted. Further, notwithstanding anything in this License to the contrary, termination of this License shall not relieve or release Licensee from any liability or obligation which may have been incurred or assumed by Licensee hereunder prior to termination.

(b) Following any License termination, and with the prior written consent of the RMTA, the Licensee, at the Licensee's expense, may remove any trade fixtures that have been installed by the Licensee provided that such removal does not adversely affect the future use of the Premises by RMTA. If removal of a trade fixture is considered to render the Premises, or part thereof, unusable for future use by RMTA, such fixture shall be considered to be part of the realty and title to that trade fixture shall pass to RMTA at no expense to RMTA.

18. NOTICES; WRITTEN CONSENT.

(a) All notices to Licensee required or permitted under this License shall be given by mailing the notice by certified U.S. mail, postage prepaid and return receipt requested addressed to:

(b) All notices to RMTA required or permitted under this License shall be given by mailing the notice by certified U.S. mail, postage prepaid and return receipt requested, to RMTA addressed to:

Theresa Simmons, PE – Director of Operations
Richmond Metropolitan Transportation Authority
901 E. Byrd Street, Suite 1120
Richmond, VA 23219

(c) Where, under the terms of this License, a notice is sent by certified U.S. mail, postage prepaid and return receipt requested, such notice shall be deemed to have been given as of the date of mailing such notice. Each party to this License shall notify the other party of any new address at which to mail notices, which notice shall be given in the manner provided above, and unless and until such notice of a new address is given, notices to a party hereto shall be sufficient if mailed to such party's address as specified in Section 18(a) or Section 18(b), as appropriate.

(d) Where, under the terms of this License, a notice is required or permitted to be sent by certified U.S. mail, postage prepaid, return receipt requested, and such notice is not sent in such manner, the notice shall be effective if actually received by the party, or its appointed agent, to whom the notice is addressed.

(e) Where, under the terms of this License, the written consent of RMTA is required, said written consent shall only be binding upon RMTA if it is given by the Director of RMTA's Administrative Services Division or his/her officially authorized designee, which designation shall be in writing.

19. BINDING EFFECT; AMENDMENTS; GOVERNING LAW. This License constitutes the entire, full and complete understanding and agreement between RMTA and Licensee with respect to Licensee's use of the Premises, and all representations, statements, warranties, covenants, promises or agreements previously made or given by either party to the other are expressly merged into this License and shall be null, void, and without legal effect. Neither party, nor any agent of either party, has any authority to alter, amend or modify any of the terms of this License, unless the amendment is in writing and executed by all parties to this License with the same formality as this License. This License shall be governed by, and construed according to, the laws of the Commonwealth of Virginia. The parties choose the City of Richmond, Virginia, as the venue for any action instituted pursuant to the terms of this License.

20. NONCOMPLIANCE; DEFAULT. (a) If Licensee shall fail to observe or perform any of the, covenants, agreements or obligations of Licensee provided for herein, RMTA shall notify Licensee of such noncompliance, and Licensee shall have ten (10) days from receipt of such notice to cure any noncompliance, and if such noncompliance is not so cured within said time period, the same thereafter shall be deemed an "Event of Default" under this License and under the FAMS Contract; provided, however, that if the noncompliance cannot reasonably be cured within such ten (10) day period, no Event of Default shall be deemed to exist if the Licensee shall, within such ten (10) day period, commence such cure and thereafter diligently prosecute the same to completion.

(b) Upon an Event of Default, RMTA may immediately, thereafter, or at any time subsequently during the existence of such Event of Default, terminate this License upon written notice to Licensee, holding Licensee liable for damages for its breach.

(c) Upon an Event of Default, RMTA shall have the additional right to perform any act required of Licensee under any provision of this License, and in exercising such right, to incur necessary and incidental costs and expenses, including reasonable attorney's fees. Licensee shall be responsible for all payments made and all costs and expenses incurred by RMTA in connection with any exercise of such right, together with interest thereon at the maximum rate of interest then permitted by law from respective dates of the making of such payment or the incurring of such costs and expenses, RMTA, at its sole election, shall be entitled to recover such payments, costs and expenses by making a deduction(s) from the Licensee's FAMS Contract monthly contract payment(s) or by requiring Licensee to reimburse RMTA for such payments, costs and expenses immediately upon demand. Notwithstanding the foregoing, nothing herein shall imply any obligation on the part of RMTA to make any payment or perform any act required of Licensee.

(d) The remedies of RMTA hereunder are cumulative and in addition to, rather than exclusive of, any other remedy of RMTA herein given or that may be permitted by law. The failure of RMTA to insist upon the strict performance of any covenant, agreement, term or condition of this License, or to exercise any permitted right or remedy upon an Event of Default, shall not constitute a waiver of such Event of Default, right of termination, or of any agreement, term or condition of this License.

21. MECHANICS' AND MATERIALMEN'S LIENS. The Licensee shall not create, place, or suffer the creation or filing of any mechanics' or materialmen's lien against the Premises by reason of labor or materials provided for or at the request or order of the Licensee, or of the Licensee's agents, contractors, or subcontractors. The Licensee shall discharge any such lien placed against the Premises (despite this provision) within twenty (20) days after the date the same was filed.

22. PRESUMPTIONS. No presumption shall be created in favor of or against any of the parties to this License with respect to the interpretation of any term or provision of this License due to the fact that this License, or any part hereof, was prepared by or on behalf of one of the parties hereto.

23. HEADINGS. The heading of the sections of this License are inserted for convenience only and do not alter or amend the provisions that follow such headings.

24. ADDITIONAL PROVISIONS. This License is subject to the following terms, conditions, modifications, additions and/or deletions provided in the following designated attachments, exhibits and riders, which are hereby incorporated into this License:

- Exhibit "A" – Description of Premises

IN WITNESS WHEREOF, the parties hereto have affixed their signatures and seals.

Licensor: RICHMOND METROPOLITAN TRANSPORTATION AUTHORITY

By: _____
Joi Dean, CEO

Date: _____

Licensee: _____

By: _____

Print Name: _____

Title: _____

Date: _____

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ATTACHMENT 19 – Contractor’s Contact List (shall be provided upon award)

1st Contact Person’s Name _____

Cellular Telephone Number _____

Beeper Number _____

Pager Number _____

Normal Work Hours – Telephone Number _____

After Work Hours – Telephone Number _____

2nd Contact Person’s Name _____

Cellular Telephone Number _____

Beeper Number _____

Pager Number _____

Normal Work Hours – Telephone Number _____

After Work Hours – Telephone Number _____

3rd Contact Person’s Name _____

Cellular Telephone Number _____

Beeper Number _____

Pager Number _____

Normal Work Hours – Telephone Number _____

After Work Hours – Telephone Number _____

ATTACHMENT 20 – Left Intentionally Blank

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ATTACHMENT 24 – Proprietary/Confidential Information Summary Form

**PROPRIETARY/CONFIDENTIAL INFORMATION
SUMMARY FORM**

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE

*Identify the reason for withholding from disclosure in accordance with the Code of Virginia § 2.2-4342F.”

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ATTACHMENT 25 – Standard Bid Bond

RMTA STANDARD BID BOND

KNOW ALL MEN BY THESE PRESENTS, that _____
_____, as Principal/Contractor, and
_____, as Surety, legally authorized to do business in the
Commonwealth of Virginia, are held and firmly bounded unto the Richmond Metropolitan
Transportation Authority, as Authority, in the amount of FIVE (5) PERCENT OF THE DOLLAR
VALUE OF THE TOTAL AMOUNT WRITTEN IN THE BID, on which the Contract is awarded
lawful money of the United States of America, for the payment of which, well and truly to be
made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly
and severally and firmly by these presents:

WHEREAS, the Contractor is herewith submitting its Bid for Contract No. MR-2017
entitled Miscellaneous Repairs, in connection with the Richmond Expressway System; and

NOW, THEREFORE, the condition of this obligation is such, that if the Contractor shall
be awarded the Contract upon said Bid and shall, within fifteen (15) calendar days after the
date of written notice of such award, enter into and deliver a Contract and the prescribed
Contract Bond for the faithful performance of the Contract, together with the required proof
of proper insurance coverage and other necessary documents, then this obligation shall be
null and void; otherwise, to remain in full force and effect, and the Contractor and Surety will
pay unto the Authority the difference in money between the amount of the Total Amount
written in the Bid of said Contractor and the amount for which the Authority may legally
contract with another party to perform the said work, if the latter amount be in excess of the
former; but in no event shall the Surety's liability exceed the penal sum hereof.

SIGNED AND SEALED this _____ day of _____, 20__.

PRINCIPAL/CONTRACTOR

Business Name

Address

Witness or Attest:

By: _____ (L.S.)
Title:

(Affix Corporate Seal Here)

SURETY:

Business Name

Address

Witness or Attest:

By: _____ (L.S.)
Title:

(Attach evidence of Power of Attorney)

(Affix Corporate Seal Here)

ATTACHMENT 26 – VA State Corporation Commission Form

VA State Corporation Commission Form

Virginia State Corporation Commission (SCC) registration information. The bidder:

is a corporation or other business entity with the following SCC identification number: _____ -

-OR-

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

ATTACHMENT 27 – Left Intentionally Blank

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ATTACHMENT 28 - Left Intentionally Blank

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