

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

Issue Date: February 20, 2018

2 STEP IFB# RMTA FAMS-2018

Title: RMTA Flexible Asset Maintenance Services (FAMS) 2018

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, VA 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: Five Years from Contract Start Date with three (3) successive one (1) year renewal options.

Pre-Bid Conference: A Mandatory pre-bid conference will be held for this solicitation on **Thursday, March 8, 2018 at 10:00 AM** at the Authority’s Powhite Parkway Administration building located at 6500 Powhite Parkway South, Main Toll Plaza, Richmond, VA 23225. 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 Thursday, April 19, 2018 at RMTA, 901 E. Byrd Street, Suite 1120, Richmond, VA 23219.

Sealed Technical Proposals will be OPENED in public on: Thursday, April 19, 2018 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 Friday, March 23, 2018 no later than 5:00 PM.**

IF BIDS ARE MAILED, HAND DELIVERED (Fed EX, UPS, Courier, etc), SEND DIRECTLY TO 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 & Address of Firm:

Zip Code: _____

Telephone Number : _____

Fax Number: (____) _____

Date: _____

By: _____

(Signature In Ink)

Name: _____

(Please Print)

Title: _____

E-mail Address: _____

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: See Attachment 3, Part A

| | | |
|--|--------------------------|----------|
| 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 A | Monthly-Total | \$ _____ |
| | Monthly Sub-Total | \$ _____ |

A. Total Monthly Performance Based Services

Monthly Sub-Total (above) \$ _____ X 60 months = **Extended Price** \$ _____

Requirements Based Services: See Attachment 3, Parts A & B

1. Mowing with Litter per Acre \$ _____ x 33 acres = \$ _____ x 5 cycles = \$ _____ x 1 year \$ _____
2. Mowing with Litter per Acre \$ _____ x 33 acres = \$ _____ x 7 cycles = \$ _____ x 4 years= \$ _____
3. Roadway Sweeping \$ _____ x 38 shoulder miles = \$ _____ x 2 cycles = \$ _____ x 5 years = \$ _____

B. Total Requirements Based Services

Sub-Total = \$ _____

Snow and Ice Removal Services: See Attachment 3, Part C

1. Vehicle Equipment Line 1 (Attachment 3 Part C)
\$ _____ per hour per vehicle x 250hrs/yr x 4 vehicle(s) x 5 yr = \$ _____
2. Vehicle Equipment Line 2 (Attachment 3 Part C)
\$ _____ per hour per vehicle x 250hrs/yr x 4 vehicle(s) x 5 yr = \$ _____
3. Vehicle Equipment Line 3 (Attachment 3 Part C)
\$ _____ per hour per vehicle x 250hrs/yr x 2 vehicle(s) x 5 yr = \$ _____
4. Vehicle Equipment Line 4 (Attachment 3 Part C)
\$ _____ per hour per vehicle x 250hrs/yr x 1 vehicle(s) x 5 yr = \$ _____
5. Vehicle Equipment Line 5 (Attachment 3 Part C)
\$ _____ per hour per vehicle x 250hrs/yr x 2 vehicle(s) x 5 yr = \$ _____

RICHMOND METROPOLITAN TRANSPORTATION AUTHORITY



RMTA FAMS-2018

RMTA Flexible Asset Maintenance Services (FAMS)

February 2018

TABLE OF CONTENTS

| | | |
|------------|---|-----------|
| | DEFINITIONS | 5 |
| | SCOPE OF SERVICES | 13 |
| 1.0 | Purpose | 13 |
| 1.1 | Contract Components and Hierarchy | 13 |
| 1.2 | Ambiguity | 13 |
| 2.0 | Background and Location | 13 |
| 3.0 | Resources | 14 |
| 3.1 | Personnel | 14 |
| 3.2 | Training | 15 |
| 3.3 | Equipment | 16 |
| 3.4 | Materials | 16 |
| 4.0 | Maintenance Services and Performance Measures | 17 |
| 4.1 | Asset Maintenance, Repair and Replacement | 17 |
| 4.2 | Emergency Response Services | 19 |
| 4.3 | Snow and Ice Control Services | 22 |
| 4.4 | Operations, Safety Management and Traffic Control Services | 22 |
| 4.5 | Customer Service and Incidental Services | 25 |
| 4.6 | Additional Requirements | 25 |
| 4.7 | Left Blank Intentionally | 27 |
| 5.0 | Planning and Reporting | 27 |
| 5.1 | Annual Plans | 27 |
| 5.2 | Quarterly Reporting | 29 |
| 5.3 | Monthly Reporting | 29 |
| 5.4 | Weekly Work Reporting | 30 |
| 6.0 | Performance Assessment of Contractor | 31 |
| 6.1 | Performance Requirements | 31 |
| 6.2 | Daily Timeliness Requirements | 32 |
| 6.3 | Left Blank Intentionally | 35 |
| 6.4 | Left Blank Intentionally | 35 |
| 6.5 | Deduction Cap for Timeliness Failures and Other Contractor Remedies | 35 |
| 6.6 | Left Blank Intentionally | 35 |
| 7.0 | Additional Requirements | 35 |
| 7.1 | Damage Reimbursement | 35 |
| 8.0 | General Terms and Conditions | 36 |
| 8.1 | Left Blank Intentionally | 36 |
| 8.2 | Applicable Laws and Courts | 36 |
| 8.3 | Anti-Discrimination | 36 |
| 8.4 | Ethic in Public Contracting | 37 |
| 8.5 | Immigration Reform and Control Act of 1986 | 37 |
| 8.6 | Debarment Status | 37 |
| 8.7 | Antitrust | 37 |
| 8.8 | Clarification of Terms | 38 |
| 8.9 | Payment | 38 |
| 8.10 | Precedence of Terms | 39 |
| 8.11 | Qualifications of Bidders | 39 |
| 8.12 | Testing and Inspection | 39 |

| | | |
|------------|---|-----------|
| 8.13 | Assignment of Contract | 39 |
| 8.14 | Changes to the Contract | 39 |
| 8.15 | Default | 40 |
| 8.16 | Taxes | 40 |
| 8.17 | Use of Brand Names | 40 |
| 8.18 | Transportation and Packaging | 41 |
| 8.19 | Insurance | 41 |
| 8.20 | Announcement of Award | 41 |
| 8.21 | Drug-Free Workplace | 41 |
| 8.22 | Nondiscrimination of Contractors | 42 |
| 8.23 | Availability of Funds | 42 |
| 8.24 | Bid Price Currency | 42 |
| 8.25 | Authorization to Conduct Business in the Commonwealth | 42 |
| 9.0 | Special Terms and Conditions | 42 |
| 9.1 | Compensation | 42 |
| 9.2 | Concurrent Contracting | 42 |
| 9.3 | Dispute Resolution and Claims | 42 |
| 9.4 | Materials | 45 |
| 9.5 | Authority Oversight, Inspection and Evaluation | 45 |
| 9.6 | Records and Audits | 46 |
| 9.7 | Powers and Duties of RMTA Officials | 46 |
| 9.8 | Regulatory Approvals | 46 |
| 9.9 | Occupational Safety and Health Standards | 47 |
| 9.10 | No Third Party Beneficiaries | 47 |
| 9.11 | Relationship of Parties | 47 |
| 9.12 | Liability, Indemnifications, Standard of Performance | 47 |
| 9.13 | Availability of Funds | 48 |
| 9.14 | Termination and Default | 48 |
| 9.15 | Subcontracting | 49 |
| 9.16 | Local and SWAM Participation | 51 |
| 9.17 | Initial Term | 52 |
| 9.18 | Renewal of Contract | 52 |
| 9.19 | Hazardous Materials | 53 |
| 9.20 | Left Blank Intentionally | 54 |
| 9.21 | Left Blank Intentionally | 54 |
| 9.22 | Delay in Award | 54 |
| 9.23 | Material Safety Data Sheets (MSDS) | 54 |
| 9.24 | Safety and Health Standards | 55 |
| 9.25 | Special Discounts | 55 |
| 9.26 | Mandatory Pre-Bid Conference & Site Visit | 56 |
| 9.27 | Bid Acceptance Period | 56 |
| 9.28 | Bid Bond or Guarantee | 56 |
| 9.29 | Additional Information | 56 |
| 9.30 | Qualification of Bidders | 56 |
| 9.31 | Negotiation with the Lowest Bidder | 57 |
| 9.32 | Inspection of Job Site | 57 |
| 9.33 | Records Exclusion from Public Disclosure | 57 |
| 9.34 | Estimated Quantities | 58 |
| 9.35 | Final Inspection | 58 |
| 9.36 | Work Site Damages | 58 |

| | | |
|---|--|------------|
| 9.37 | State Corporation Commission Identification Number | 59 |
| 10.0 | Bidder’s Technical Proposal | 59 |
| 10.1 | General Instructions for Two Step Bidding Process | 59 |
| 10.2 | Bidders Understanding of Requirements | 61 |
| 10.3 | Cost of Technical Proposals | 61 |
| 10.4 | Technical Proposal Requirements | 61 |
| 10.5 | Qualifications and Action Plans | 61 |
| 10.6 | Evaluation and Award Criteria | 64 |
| 10.7 | Award of Contract | 64 |
| Attachment 1 – Location of Services | | 66 |
| Attachment 2 – Maintenance Activities | | 68 |
| Attachment 3 – Part A, Performance Criteria | | 69 |
| Attachment 3 – Part B, Performance Criteria Mowing | | 78 |
| Attachment 3 – Part C, Snow and Ice Operations Services | | 86 |
| Attachment 4 – Traffic Control Restrictions | | 96 |
| Attachment 5 – Reference Manuals | | 102 |
| Attachment 6 – Left Blank Intentionally | | 104 |
| Attachment 7 – Estimated Inventory for Assets | | 105 |
| Attachment 8 – Procedures for Patching of Flexible Pavement | | 106 |
| Attachment 9 – Procedures for Patching of Rigid Pavement | | 107 |
| Attachment 10 – Patching Sample Pictures | | 108 |
| Attachment 11 – Left Blank Intentionally | | 111 |
| Attachment 12 – DEQ, RMTA, and VDEM Coordination of Transportation – Related Incidents | | 112 |
| Attachment 13 – Left Blank Intentionally | | 124 |
| Attachment 14 – Left Blank Intentionally | | 125 |
| Attachment 15 – Instructions, FAMS Report Manual | | 126 |
| Attachment 16 – RMTA Facilities for Contractor Use | | 140 |
| Attachment 17 – License Agreement (Non-Fuel) | | 141 |
| Attachment 18 – Left Blank Intentionally | | 150 |
| Attachment 19– Contractor’s Contact List | | 151 |
| Attachment 20 – Left Blank Intentionally | | 152 |
| Attachment 21 – Vendor Qualification/Equipment Inventory | | 153 |
| Attachment 22 – One Time Service – Existing Roadway Sign Replacement | | 155 |
| Attachment 23– One Time Service – Replace Existing Guardrail Terminals | | 157 |
| Attachment 24– Proprietary/Confidential Information Summary Form | | 158 |
| Attachment 25– Standard Bid Bond | | 159 |
| Attachment 26 - VA State Corporation Commission Form | | 161 |
| Attachment 27 – Left Blank Intentionally | | 162 |
| Attachment 28 – Left Blank Intentionally | | 163 |

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 VDOT 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. **Capital Rehabilitation:** A component of a planned strategy for an existing roadway/bridge and its appurtenances that corrects past deterioration and adds additional life to the roadway and its assets by replacing structural components and increases the structural capacity of the roadway or asset.
9. **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.
10. **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.
11. **Concrete Barriers:** Pre-cast and cast-in-place walls that are commonly installed in highway medians to separate traffic.
12. **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.
13. **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.

14. **Contract Services Inspector** – The RMTA employee(s) or representative(s) responsible for overseeing and periodically inspecting the Contractor's work performance and reporting non-performance to the Contract Administrator.
15. **Contract Start Date:** The date the Contractor shall start performing the Scope of Services defined in the Contract.
16. **Contractor:** The individual or firm that has entered into the Contract to provide services to RMTA, inclusive of its personnel, employees and subcontractors.
17. **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.
18. **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 RMTA approved configurations.
19. **DBH - Diameter at Breast Height:** Approximately 54 inches above ground level.
20. **Day:** Unless otherwise stated, a calendar day.
21. **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.
22. **Deck:** That traveled portion of a bridge which provides support and a travel surface for vehicular and pedestrian traffic.
23. **Drop Inlets (Basin):** Drainage structures that collect storm water surface runoff.
24. **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.
25. **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.
26. **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.
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.
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. **Lighting:** Luminaries, lamps and lights, including any posts, installation techniques, and wiring for the same located within the highway right-of-way limits.
41. **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.

42. **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.
43. **Manhole Covers:** Protective openings of storm drains, drop inlets or access points.
44. **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 RMFTA 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.
45. **Mowing:** Tractor and non-tractor cutting of grass and herbaceous and woody vegetation.
46. **Mowing cycle** – One complete mowing of a designated area.
47. **Multi-Use Trail:** Pedestrian walkways and bike paths consisting of gravel or aggregate stone Portland cement concrete, asphalt concrete, or brick materials.
48. **Non-performance (deficiency):** Failure of the Contractor to meet or accomplish the Contract Performance Criteria or other Contract requirements.
49. **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.
50. **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.
51. **Outcomes:** The description of the maintenance condition or state of a Contract required asset item during the Contract term.
52. **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.

53. **Paved Ditches:** Drainage ditches that are lined with either Portland cement concrete or asphalt concrete to prevent erosion and improve water flow capabilities.
54. **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.
55. **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.
56. **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.
57. **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.
58. **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.
59. **Potholes:** Steep sided holes of varying sizes in pavement resulting from localized disintegration.
60. **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.
61. **Reflectivity Standard:** Visible at a minimum of 120 feet day or night.
62. **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.
63. **Retaining Walls:** Structures designed to restrain and hold back a mass of earth.
64. **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.
65. **Roadway Sweeping:** The removal and disposal of debris and buildup along the highway, barrier walls, retaining walls, sidewalks, and curbs.
66. **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.

67. **Sample Population:** All Sites included in the Contract requirements.
68. **Security Fencing:** Fencing that is placed around any facilities to protect equipment from unauthorized access and maintain a safe work environment.
69. **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.
70. **Sidewalks:** Paved paths of Portland cement concrete, or asphalt concrete material, for pedestrian walkways, bridal paths or bike paths.
71. **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.
72. **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.
73. **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.
74. **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 ≥ 36 ft² are classified as structural culverts.
75. **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.
76. **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.

77. **Stormwater Ponds:** Man-made water retention ponds that are created to minimize or detain the amount of drainage and stormwater runoff.
78. **Stormwater Facilities:** Publicly-owned facilities by which storm water is collected and/or conveyed.
79. **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.
80. **Superstructure:** The portion of a structure that is generally above the substructure and is not otherwise defined as a substructure above.
81. **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.
82. **Tolerance and Criteria:** The Contract definitions, measurements, specifications, and performance requirements of each Asset Item.
83. **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.
84. **Transportation Facilities:** All transportation assets within the limits of the RMFTA right of way, including but not limited to: the access highways, ramps bridges, structures, multi-use trails (bicycles or walking paths) and Authority buildings.
85. **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.
86. **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.
87. **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.
88. **Unpaved Ditches:** Drainage ditches that are lined with grass, sod, gravel, riprap, or soil, and maintain or control water flow runoff.
89. **Unpaved Shoulders:** Shoulders, or portions of shoulders, for roadways and ramps, that do not contain an asphalt, concrete or Portland cement concrete surface.
90. **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)

91. **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.

92. **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).

SCOPE OF SERVICES

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, 2 tunnels, and 24 ingress and egress points to the toll road throughout Downtown Richmond (See Attachment 1). 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 Requirements
- 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 public travelling the RMTA Expressway System 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 Contract 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, 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.

3.2 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.

3.2.1 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 VDOT Level 1 Incident Commander Training.

3.2.2 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.

- 3.2.3 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.

- 3.3 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.

- 3.4 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.

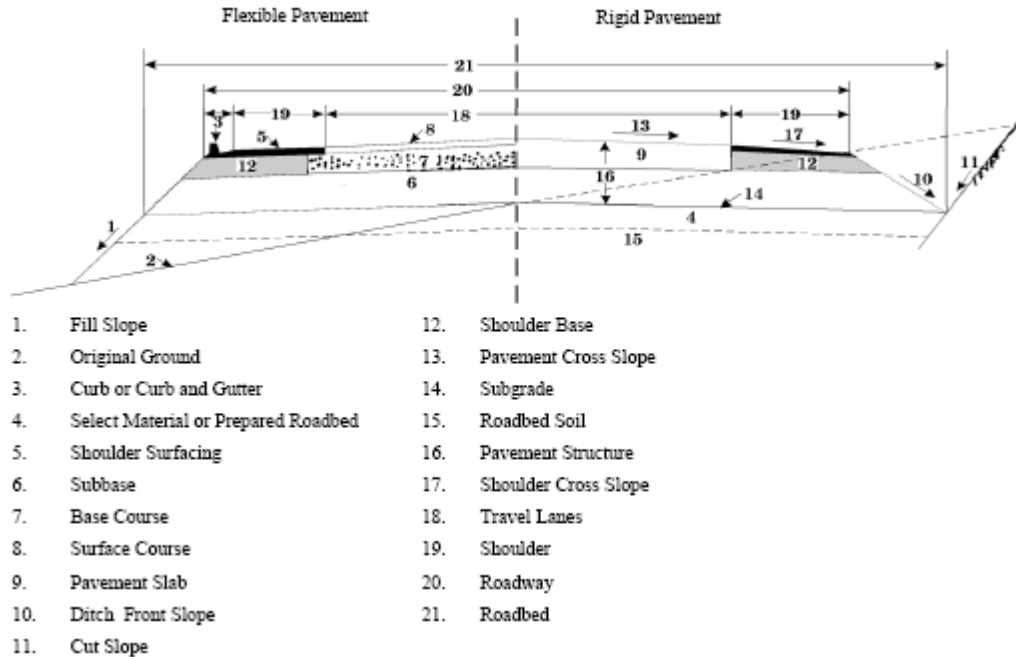
4.1.2 Excluded Assets

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

- The Traffic Cameras and toll equipment and systems
- Boulevard Bridge
- Landscaped Area located along the DTE
- Building and grounds maintenance
- Capital rehabilitation of assets

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.
- 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 within the RMTA ROW 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 Left Blank Intentionally

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.

Late arrival due to extenuating circumstances will be considered on a case by case basis and late arrival approval, without monetary or contractual penalties, will not be unreasonable withheld by the Authority or its representative(s).

4.3 Snow and Ice Control Services

The Contractor shall comply with all specifications and requirements found in Attachment 3, Part C. Any invoices for snow and ice control services shall comply with Attachment 3, Part C.

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.

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 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.

4.6.2 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).

4.6.3 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) as referenced in Section 7.1 Damage Reimbursement. 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.

4.6.4 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.

4.6.5 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. The Contractor will only provide information to the Authority or other official(s) during emergencies and not directly to the public, other than through roadside emergency signage or maintenance of traffic devices.

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 3, Part C.

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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 4.6.4, "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 or 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.

5.4.4 Lane Closure Plan Submissions

The Contractor shall provide the Engineer with the notice and documentation required as outlined in Attachment 4 – Traffic Control Restrictions.

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 the following :

- Daily Timeliness Requirements – evaluates whether or not Timeliness Requirements are achieved.

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.

Table 1 – Timeliness Deductions for Contract Non-Performance

| Asset Items (see “Attachment 3” 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) | \$1000.00 |
| Drainage Asset Item(s) | \$1000.00 |
| Traffic Services Asset Item(s) | \$3000.00 |
| Roadway & Shoulder Asset Item(s) | \$1000.00 |
| Bridge Asset Item(s) | \$5000.00 |
| Services A: Incident/Emergency Response, Customer Response, Roadway Sweeping | \$5000.00 |

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 \$1000.00 deduction applies per deficient asset item; therefore, the total deduction is \$2000.
- Three illegal signs (Illegal sign/structure Asset Item) had not been removed for more than three (3) Days; a \$3000.00 deduction applies per deficient asset item; therefore, the total deduction is \$9000.
- Two damaged lighting structures (Lighting – Roadway Asset Item) had not been repaired or replaced for more than ten (10) Days; a \$3000.00 deduction applies per deficient asset item; therefore, the total deduction is \$6000.
- No other failures were documented; therefore, the total Timeliness Deductions for this one (1) Day amounts to \$17,000.

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 \$10,000 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 as defined by the RMTA.

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6.5 Deduction Cap for Timeliness Failures and Other Contract Remedies

6.5.1 Contract Deduction Cap:

At no time shall the total monthly Contract deductions for Timeliness failures (excluding snow and ice operations, traffic control as defined in Attachment 4, and incident/emergency response) exceed fifty percent (50%) of the monthly Contract value.

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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. **Left Blank Intentionally.**
- 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 Authority no later than the last day for inquiries listed in the Invitation to Bid. Any revisions to the solicitation will be made only by addendum issued by the Authority.

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 , 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 Authority 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 Authority of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Authority's written decision affirming, modifying, or revoking the prior written notice. If the Authority 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 Authority 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 Authority'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 Authority with all vouchers and records of expenses incurred and savings realized. The Authority 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 Authority within thirty (30) days from the date of receipt of the written order from the Authority. 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 Authority 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/offeror) 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/offeror) 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/offerors) 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 utilizing E-ZPass electronic transponders, 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 VDOT'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 Left Blank Intentionally
- 9.5.7 Left Blank Intentionally
- 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 RMTA 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 proposes. 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 five (5) 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 one(1) 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 one (1) year period, the Contract price(s) for the additional one (1) 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 the Contract 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)

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

9.24 Safety and Health Standards

9.24.1 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 Thursday, March 8, 2018 at 10:00 A.M. at the Authority's Powhite South Administration Building located at 6500 Powhite Parkway South, Richmond, VA 23225. 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 (See Attachment 25). 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 Authority 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 Authority shall initiate such negotiations by written notice to the lowest responsive, responsible Bidder that its bid exceeds the available funds and that the Authority wishes to negotiate a lower Contract price. The times, places, and manner of negotiating shall be agreed to by the Authority 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) (See Attachment 26). 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, thumb drive, or other USB storage device, 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 Authority pursuant to the IFB shall belong exclusively to the Authority 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 Paula Watson at paula.watson@rmtaonline.org . 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 Authority 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. If there is prior experience

and history working 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 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.

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 RMFTA 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 to “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.

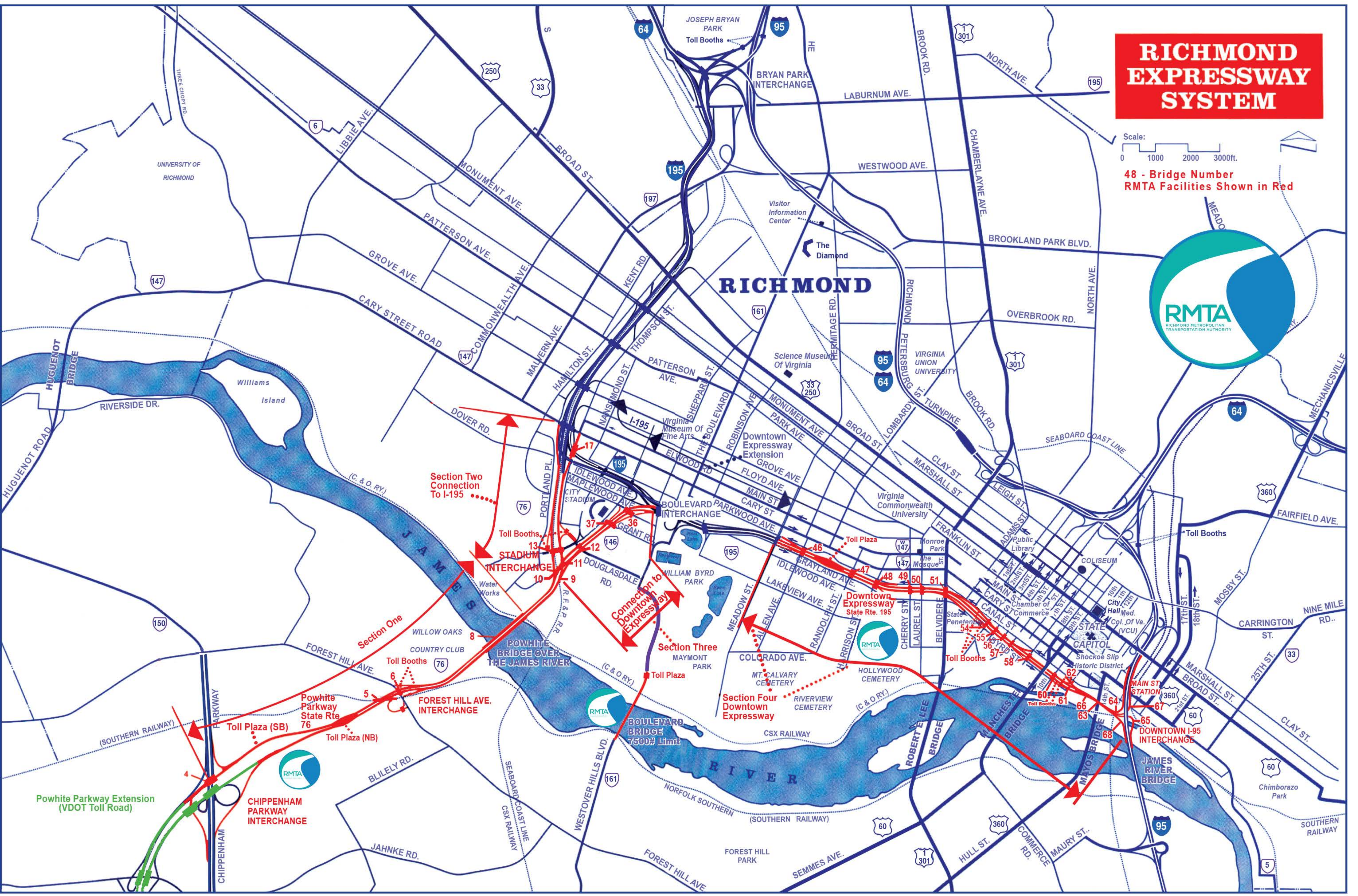
Location of Services

| <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 |

RICHMOND EXPRESSWAY SYSTEM

Scale: 0 1000 2000 3000ft.

48 - Bridge Number
RMTA Facilities Shown in Red



RICHMOND

Powhite Parkway Extension (VDOT Toll Road)

CHIPPENHAM PARKWAY INTERCHANGE

Section Two Connection To I-195

Section One

Connection to Downtown Expressway

Section Three

Section Four Downtown Expressway

Downtown Expressway State Rte. 195

DOWNTOWN I-95 INTERCHANGE

UNIVERSITY OF RICHMOND

Visitor Information Center

The Diamond

Science Museum of Virginia

Virginia Museum of Fine Arts

Monroe Park

HOLLYWOOD CEMETERY

RIVERVIEW CEMETERY

CSX RAILWAY

NORFOLK SOUTHERN

FOREST HILL PARK

SEMME'S AVE.

HULL ST.

COMMERCE RD.

MAURY ST.

CLAY ST.

25TH ST.

CARRINGTON ST.

NINE MILE RD.

MECHANICSVILLE

MEADO

FAIRFIELD AVE.

SEABOARD COAST LINE

CLAY ST.

LEIGH ST.

ADAMS ST.

10TH ST.

11TH ST.

12TH ST.

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ATTACHMENT 2 –Maintenance Activities

- All Inclement Weather Events
- Asphalt Concrete Pavement, Pothole
- Attenuator Repair (Excluding Toll Plazas)
- 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>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>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>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>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. • 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 |
|--|-------------------------------|---|
| Graffiti Removal | None present | <p>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. |
| DRAINAGE ASSET GROUP | | |
| Storm Drains & Drop Inlets | Functional | <p>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>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. • 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. • 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 discovery. |

| ASSET | OUTCOME | TOLERANCE & CRITERIA |
|---|------------------|--|
| | | <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 |
| Lighting - Under Deck or Tunnel (includes Tunnels under the Expressway Parking Deck and the Kanawha Plaza Park) | Operational Safe | <p>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. |
| Guardrail (includes terminal end and fixed object attachments) | Functional | <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 • 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 <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 |

| ASSET | OUTCOME | TOLERANCE & CRITERIA |
|--|-----------------------------------|--|
| | | <p>seven (7) Days of notification or discovery.</p> <ul style="list-style-type: none"> • 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 (Excluding Toll Plazas) | Functional Undamaged | <p>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>Requirements:</p> <ul style="list-style-type: none"> • No potholes less than 15 ft². All potholes greater than 25 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. |
| Rigid Pavements (Hydraulic or Portland Cement Concrete) | Safe Durable Smooth | <p>Requirements</p> <ul style="list-style-type: none"> • No pavement failures less than 15 ft². All potholes greater than 25 ft² will be addressed under a separate contract by RMTA. • No pavement distresses that present a safety hazard <p>Timeliness Requirements:</p> |

| ASSET | OUTCOME | TOLERANCE & CRITERIA |
|--|--|--|
| | | <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. • 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 A | | |
| 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. |
| 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 |

| ASSET | OUTCOME | TOLERANCE & CRITERIA |
|------------------|--|---|
| | | <p>timeliness requirements as specified herein.</p> <ul style="list-style-type: none"> • 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. • Any additional cycles required will be requested by the RMTA in writing and will be paid for at the established rate per cycle. <p>Timeliness Requirement: As directed and paid separately by RMTA per shoulder mile.</p> <ul style="list-style-type: none"> • Contractor shall respond and remove spot sweepable debris (sand, dirt, gravel, litter etc.) within 48 hours of notification or discovery. • RMTA shall provide at least seven (7) days notice to the Contractor of each RMTA authorized sweeping cycle start date and location. The contractor sweeping cycles shall be per shoulder mile, for the general accumulation of sweepable debris over time, and shall be completed within thirty (30) days of the authorized cycle start date. Such RMTA directed Contractor sweeping cycles per tunnel when tunnel assets are included within the project limits shall be completed within 24 hours of the authorized cycle start date. |

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, the Downtown Expressway toll plaza, Powhite Parkway North toll plaza and Powhite Parkway South toll plaza (See Exhibits within this Attachment).

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.

For the purpose of this Contract, litter shall be defined as objects no greater than eight cubic feet (Approximately 2'x2'x2').

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. The minimum number of acres to be mowed and paid will be the quantities listed in the Contractors Bid Price Sheet.

Any additional cycles required will be requested by the RMTA in writing and will be paid for at the established rate per cycle.

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

Attachment 3 Part B - RMTA Landscape Areas – Excluded from Contract



Attachment 3 Part B - RMTA Landscape Areas – Excluded from Contract



Landscape Areas Between Belvidere & 2nd Street

Attachment 3 Part B - RMTA Landscape Areas – Excluded from Contract



North

Landscape Areas Near Harrison Street

Attachment 3 Part B - RMTA Landscape Areas – Excluded from Contract



Attachment 3 Part B - RMTA Landscape Areas – Excluded from Contract



Attachment 3 Part B - RMTA Landscape Areas – Excluded from Contract



ATTACHMENT 3 - Performance Criteria Part C

Snow and Ice Operations Services

A. Snow and Ice Operations Services

1. The RMTA will be in-charge of directing the mobilization of all snow & ice resources for a winter weather event. This shall include all winter weather resources associated with this Contract. The RMTA may utilize the Winter Weather Mobilization Guidelines to initiate a mobilization start time, a demobilization time, determine the size of mobilization, determine the type of resources and equipment required, etc. The Contractor may provide input but shall fully comply with the final mobilization plan as directed by the RMTA.
2. The Contractor shall provide anti-icing, snow and ice control equipment with operators for winter weather events on the RMTA right-of-ways. The Contractor shall perform highway winter weather event and Liquid Anti-Icing, and Snow and Ice Removal Services in accordance with the Contract specifications, seven (7) days a week, twenty-four (24) hours a day. Winter Weather Operations Services performance rating shall be 100%.
3. Automatic Vehicle Location (AVL) with Global Positioning Satellite (GPS) devices are required for each crew and all equipment to be used in the roadway (including shoulders). The AVL system shall be internet based and any RMTA authorized personnel shall have access to view the AVL system. The accuracy of the AVL devices shall be within 15 feet of the actual location of the equipment with data updated and transmitted at a minimum of every minute. Each vehicle/piece of equipment with an AVL device shall have an identifier as to the type of equipment, operator and contact number. If the AVL units are not functioning properly, personnel and equipment will not be considered as being on the job site until the AVL units are functioning properly. All time penalties will apply until the internet site logs the AVL data points, unless the Contractor notifies the RMTA or designee of a temporary AVL functionality issue prior to an event. If a temporary AVL issue exists, the Contractor will provide the RMTA, or designee a mutually agreed upon form of verification to document that the equipment and personnel met the time requirements defined in the resulting Contract. The AVL units shall be repaired, replaced or the AVL and GPS system shall be functioning properly within 24 hours of the RMTA or designee's notification to the Contractor of the AVL system failure. All data records of the AVL system shall be maintained for at least one (1) year on the internet web site. The Contractor shall provide the RMTA with backup copies of the data files upon request.
4. The liquid anti-icing, snow and ice removal services shall be performed on the routes defined in Attachment 1. The RMTA will contact the Contractor when a forecasted event is predicated as to when to mobilize, and what equipment is needed. The RMTA will maintain oversight of operations during the event, and will direct the Contractor when to demobilize. The Contractor shall maintain contact and communication with the RMTA throughout the event, adjusting his equipment and personnel as requested by the RMTA to minimize frozen precipitation on the roadways during the weather event, and to remove all precipitation from all travel areas including shoulder, gore areas and crossovers. The RMTA will notify the Contractor of the demobilization and may reduce equipment as needed. The Contractor shall be responsible to notify all sub-contractors and assure that all equipment shall be on site as required. The RMTA reserves the right, as necessary, to utilize these contracted services at other locations within the covered region at Contract prices.

5. The anti-icing program expectations shall meet or exceed the RMTA's Winter Weather Mobilization Guideline attached for treatment of all roadways, bridges, and ramps prior to the anticipated winter weather event as directed. The Contractor shall provide equipment to remove snow and ice during each winter weather event. A meeting will be held late summer of each year (to include but not be limited to the Contractor's Project Manager and RMTA personnel) to discuss the winter weather event services for the coming season.
6. In winter snow and ice events, motorist's expectations are to proceed in a safe and orderly manner. During winter weather events all travel lanes, turn lanes, intersections, shoulders and interchanges, enforcement areas and police parking locations shall be kept free and clear of snow and ice. During times of freezing precipitation, the Contractor shall make a constant, continued and diligent effort to treat and remove any snow or frozen precipitation from the highway. The Contractor shall be responsible for the removal of any snow or ice or combination thereof that may appear after the cessation of the event to include but not limited to a drifting snow, refreezing of water, etc. At all times the Contractor shall ensure that snow removal operations (including plowing) do not obstruct other routes and shall not cause any connectors, gore areas or emergency crossovers to be obstructed.
7. The following is the RMTA's expected timeframes after the cessation of the winter weather event for the removal of frozen precipitation from non-vehicular surface areas:
 - a. 0" - 4" accumulation - Within 12 hours.
 - b. >4" - 12" accumulation - Within 24 hours
 - c. > 12" - 18" accumulation - Within 36 hours
 - d. > 18" accumulation - Within 48 hours unless the RMTA authorizes an extension of time.
8. Failure to Meet Equipment and/or Personnel Needs:
 - a. If the Contractor fails to provide the necessary equipment and/or personnel to remove the precipitation for a winter weather event, the Contractor will be assessed a \$500.00 deduction per hour or the pro-rated portion for a partial hour (pro-rated time will be every fifteen (15) minutes) per piece of equipment with operator not on site for services not performed.
 - b. Snow Plow Trains: Once the Contractor's trucks with operators have arrived, the RMTA or designee will notify the Contractor to assemble a required number of pieces of equipment for a plow train at a specified time and location. The Contractor shall be assessed a deduction cost equal to the hourly rate for each piece of equipment not at the requested site within thirty (30) minutes of requested time and no pay will be made for the equipment not responding on time for the same period.
 - c. In case of equipment failure the Contractor shall have equipment repaired and back in operation or replaced within one (1) hour or the Contractor will be assessed a \$500.00 deduction per hour or the pro-rated portion for a partial hour (pro-rated time will be every fifteen (15) minutes) for services not performed per piece of equipment not in service.

9. Emergency Mobilization: A sudden or unpredicted winter weather event.
 - a. One half of the spreader/plow trucks equipment indicated shall be deployable within sixty (60) minutes upon notification between October 1 through April 30.
 - b. Full mobilization of equipment for winter weather event must occur in two (2) hours or less of notification.

10. Equipment Required:

The RMTA requires the Contractor to provide a minimum quantity of equipment, except when specified in order to meet or exceed the anticipated needs of maintaining all designated roads safe for the traveling public and free of any winter precipitation: The numbers referenced below reflect anti-icing and salt/plow trucks, supervision trucks and heavy equipment (loaders, motor graders, backhoes, blowers, etc) which must be provided under the Contract. The Location of Services are referenced in Attachment 1.

Route SR 195, SR 146, SR 76: (See RMTA System Map, Attachment 1)

Contract Cost shall include management, supervision, communication, AVL devices, fuel, loading and unloading of chemicals and equipment. Estimated equipment is 16 pieces. (4 Tandem Trucks with plows/spreaders, 4 Single Axle Trucks with plows/spreaders, 2 Tandems with plow/ clean-up, 2 front-end loader, 2 backhoe/skid steer loaders, 1 anti-icing applicator truck, 1 supervisor)

11. Performance Standard:

- a. All roads shall be maintained in a manner so that all pavement travel lanes for mainline pavement, ramps, turn lanes, crossovers, intersections, interchange and bridges shall be kept free and clear of snow and ice so that traffic can proceed in a safe and orderly manner throughout the inclement weather occurrence.
- b. It is expected that the condition of the mainline pavement and associated turn lanes, ramps, shoulders and intersections are passable and safe for drivers during the entire winter weather event even if all lanes are not yet open. The Contractor must provide constant attention to such issues as freeze backs and loss of travel lanes even after clearing the roads.
- c. All paved shoulders are to be 90% -100% free of frozen precipitation and pushed back at least twelve (12) inches beyond the edge of pavement within the time required of the falling precipitation ceasing point.

12. Personnel:

- a. Manpower Requirements:

The Contractor shall provide for each piece of snow removal equipment drivers (including relief drivers) who possess a valid Commercial Drivers' License (if required) and the demonstrated snow and ice removal skill and experience to operate the equipment. Each driver shall be fully able to operate snow and/or ice removal equipment. The driver shall be trained to adjust the gates on the spreader to the correct calibration, start and stop the engine on the spreader, and be able to turn the snow plow while the truck is parked or while moving. The driver shall be capable of operating all of the features on the truck including spreader, snowplow, and liquid chemical spray tanks, if equipped. The driver shall also be responsible for filling the chemical spray tanks on his/her vehicle. The driver shall be responsible for immediately reporting any problems or breakdowns to his/her supervisor for repairs. The supervisor is responsible for immediately notifying the Authority of all breakdowns and repaired or replaced vehicles.
- b. Schedules:

The Contractor shall be responsible for establishing equipment operator schedules so that no individual driver/operator/supervisor is permitted to work more than 12 consecutive hours (to include stand-by hours) without having at least a 6-hour break.

- c. Contact Information:
The Contractor shall provide the RMTA, in writing, a list of emergency phone numbers (for use on weekends and nights) for snow and ice emergency operations (See Contractor's Contact List, Attachment 19) to ensure the time provisions for notifying the Contractor are met. This list shall contain company contact names and telephone numbers and must be received by October 15th of each year.
 - d. Training/Orientation:
The Contractor's supervisors will be required to attend a training/orientation session presented by the RMTA at a time mutually agreeable between the RMTA and the Contractor. The training is expected to take between 2-3 hours. The Contractor will be responsible for training his/her drivers/operators at no additional cost(s) to the RMTA.

All training must be completed by October 15th of each year of the Contract term.
13. Certification of Training:
The Contractor shall provide the RMTA with a letter certifying that all drivers/operators designated or later assigned to perform work under this Contract have been properly trained to perform the assigned duties. This letter of certification shall include the name, drivers' license number, the number of hours of training, and verification of a valid commercial driver's license (if required) for each driver, operator or employee that performs any work under this Contract, including the name(s) of the person(s) who performed the training. This letter of certification must be received by the RMTA within seven (7) days of completing the training and shall be completed by November 1" and updated as needed. Under no circumstances shall the Contractor assign work to any employee that is required to have training, without performing or allowing such training first, with reference to this Contract.
14. Communication:
Communication devices used between the Contractor and the RMTA shall be a cellular or compatible phone that works in the assigned area. All personal shall have in their possession an appropriate communications system between the operator and RMTA.
15. Equipment:
- a. Bidders shall have (owned, leased or sub-contracted), trucks with plows and spreaders and all other equipment required herein along with experienced and trained operators, fuel, communication devices and any other incidentals, for the route segment of roadway to be maintained during winter weather events in order to be considered.
 - b. The prices shall be inclusive of all equipment costs as well as incidentals (escort vehicles), fuel, supervisors, personnel costs associated with the performance of snow and ice removal services. Escort vehicles shall be available for each loader, backhoe, grader, bull dozer and anti-icing tanker.
 - c. All offered vehicles must meet DMV requirements for licensed commercial vehicles. This shall include the visibility of all lights on the front and rear of the vehicle with the plow and spreader equipment installed.
 - d. The Contractor shall conduct all anti-icing and snow removal services in accordance with the Virginia Work Area Protection Manual and subsequent revisions, each vehicle involved in a moving/mobile operation shall be equipped with at least one rotating amber light or Authority approved equal and be visible 360 degrees. Vehicle hazard warning lights shall not be used instead of rotating lights or equivalent, but as a supplement. Each escort vehicle shall also be equipped with appropriate flashing lights.
 - e. All plow trucks shall be equipped with auxiliary headlights and shall have the tail lights visible and not blocked by the spreader chute. Auxiliary lights must be visible when the plow is in the "up" position.

RMTA – FAMS 2018
February 2018

- f. Each tandem or multi axle dump truck shall be equipped with a snow plow of a minimum of eleven (11) feet in length, and a chemical spreader with an eight (8) cubic yard or equivalent material capacity.
 - g. The Contractor shall be responsible for providing and replacing cutting edges/blades for plows. Contractor shall be required to replace blades at the discretion of the RMTA.
 - h. The Contractor shall provide tire chains when needed, as determined by RMTA, for all equipment including loaders, backhoes, snow blowers, and graders. In the event a Contractor's vehicle becomes immovable or out of service the Contractor shall immediately notify the RMTA or designee. No payment will be authorized until the vehicle is back in operating status. The Contractor, will be responsible for rescuing their equipment should it become immovable. If replacement equipment is needed, the Contractor shall provide a replacement within one (1) hour.
 - i. Each plow shall be capable of being turned. At least 35% of the plows shall have the capability of being controlled or turned from within the cab of the truck. Each chemical spreader shall be calibrated with adjustable settings.
 - j. The Contractor shall be responsible for properly securing all equipment and materials on their vehicles at all times.
 - k. All spreaders shall be operable and in good working condition to fulfill the contract requirements.
 - l. All plow blades shall be carbide cutting edge.
16. General Contract Requirements
- a. Each piece of offered equipment shall be subject to inspection by RMTA personnel. The inspection is to insure that the equipment meets all Federal DOT and Virginia State Inspection standards as applicable. Location and time of inspection and any needed re-inspection shall be determined and performed at the convenience of the RMTA. The RMTA reserves the right to reject any offered equipment.
 - b. The Contractor shall have all equipment operational by October 15th of each year.
 - c. Upon receipt of Notice of Award, including Contract renewal term, Contractor shall provide, in writing, a method of fueling his/her equipment for approval by the RMTA. This method must be received by the RMTA within ten (10) days from the date the Contract is awarded.

17. Materials

The RMTA will purchase all salt and sand required from the VDOT Statewide Contract. The Contractor will be responsible for arranging for delivery and the appropriate bulk storage of these materials at a location provided and/or paid for by the Contractor. The contractor will also be responsible for obtaining or mixing brine solution.

These materials may also be stored at the RMTA Maintenance Facility located on SB Powhite Parkway and the facility used as a staging area for materials during a snow and ice event.

The Contractor shall provide the loader and operator, load and unload all materials with inventory control, at the designated area. Maximum numbers of loaders needed for this purpose is a total of one. The Contractor shall be responsible for damages to any equipment or facility damaged by their operations. The Contractor shall be compensated at the hourly rate for rubber tire loader with operator.

18. Supervisor Requirement:

- a. The Contractor shall provide one (1) supervisor with a 4WD pickup truck (3/4 ton) with a contractor owned plow, mobile phone or other means of communicating with the drivers for the RMTA roadway per shift during each snow removal operation. The cost for each shift supervisors is listed on the Contractors Bid Price Sheet.
- b. The Contractor's supervisor shall ensure their drivers sign in properly, have the necessary equipment, know their assigned routes, and perform the work according to RMTA standards. The standards will be presented at the snow removal training sessions. Supervisors shall patrol the highways within his/her area of responsibility and report the road conditions to the RMTA. The Contractor's supervisors shall be knowledgeable of recommending when the roadway should be treated and/or plowed.
- c. The Contractor's supervisors must be able to communicate with the Contractor's drivers and the RMTA. The supervisor must be able to communicate effectively in English.
- d. The Contractor's supervisors cannot serve as the mechanic(s) to keep the Contractor's equipment operational or as an operator or driver for the Contractor's equipment or in any other capacity other than a supervisor.
- e. The Contractor's supervisor shall be responsible for reporting any truck that is out of service to the RMTA or designee, as soon as he/she is aware of the problem.

19. Line Item Descriptions:

Equipment Line 1: Tandem or multi-axle dump trucks equipped with contractor-owned 11' snow plows, 8 cu yd chemical spreader - The unit price shall be an hourly rate and; shall include the cost of equipment, operator, contractor owned 11' snow plows, 8 cu yd, chemical spreader and two (2) 100 gallon liquid truck-mounted spray units, fuel, communication device and any other incidental costs associated. The contractor will be paid unit price per hour, per truck utilized during snow removal operations performed on the assigned roadway while in an active chemical spreading and/or plowing operation.

Equipment Line 2: Single Axle Dump Truck equipped with contractor-owned 11' snow plows, 5 cu yd chemical spreader - The unit price shall be an hourly rate and shall include the cost of equipment, operator, contractor owned 11' snow plows, 8 cu yd, chemical

spreader and two (2) 100 gallon liquid truck-mounted spray units, fuel, communication device and any other incidental costs associated. The contractor will be paid the unit price per hour, per truck utilized during snow removal operations performed on the assigned roadway while in an active chemical spreading and/or plowing operation.

Equipment Line 3: Tandem or multi-axle dump trucks equipped with contractor-owned 11' snow plows (for push/clean-up/loadout) - The unit price shall be an hourly rate and shall include the cost of equipment with contractor owned 11' snow plows, operator, fuel, communication device and any other incidental costs associated. The contractor will be paid the unit price per hour, per truck utilized during snow removal operations performed on the roadway while in an active plowing operation.

Equipment Line 4: Single axle, Tandem or multi-axle trucks equipped with contractor-owned, liquid spray tank, minimum 2000 gallons - The unit price shall be per hour and shall include the cost for equipment with contractor owned liquid spray tank, skilled operator, fuel, and any other incidental supplies and materials. The Contractor will be paid the unit price per hour, during pre-treatment/anti-icing removal operations performed on the roadway while in an active chemical spreading and/or plowing operation.

Equipment Line 5: Rubber tire loader with operator (3 cu yd) – The unit price shall be a standard hourly rate and shall include the cost for equipment, skilled operator, fuel, and any other incidental supplies and materials. This equipment will only be requested at the discretion of the RMTA.

Equipment Line 6: Left Blank Intentionally

Equipment Line 7: Backhoe/Skid Steer Loader (rubber-tired) with operator, minimum 1.25 cu yd front bucket – The unit price shall be a standard hourly rate and shall include the cost for equipment, skilled operator, fuel, and any other incidental supplies and materials. This equipment will only be requested at the discretion of the RMTA.

Equipment Line 8: Supervisor with Truck – The Supervisors and their equipment shall be supplied per Section 18, herein. The unit price shall be a standard hourly rate and shall include the cost for equipment, skilled supervisor, fuel, and any other incidental supplies and materials.

Mobilization: Payment for the mobilization resulting from contract will be \$25,000 per year. This amount applies to each year of the contract and will remain the same from contract period to contract period. The mobilization may be invoiced after the completion of the equipment inspections and the training of personnel for Snow and Ice Operations Services.

SUPPLEMENTAL PAYMENT SCHEDULE

Standby Rate: The RMTA will pay the Contractor 50% of the hourly rate per hour for single axle, tandem or multi axle trucks. Standby will be paid once the equipment is signed in 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 operation.

The Contractor shall be paid a minimum of four (4) hours at the standby rate for each piece of equipment responding upon the RMTA's request in the event the storm fails to materialize and/or the emergency response is cancelled.

Note: In the event the Contractor's equipment breaks down, no payment for that piece of equipment will be authorized until the equipment is back in operating condition. Travel time (from the Contractor's base of operations to the designated reporting site and back) will not be considered as time worked and therefore will not be billable.

20. Winter Weather Event Invoicing:

Timesheets for each piece of equipment shall be maintained through the duration of each storm event. A representative of both the RMTA and the Contractor will verify and sign these documents at the end of each 12 hour shift. Within two (2) business days of the conclusion of each storm event a representative of both the RMTA and the Contractor shall meet to summarize and verify final equipment hours. A summary sheet shall be signed by each and invoices shall be submitted within one (1) week after the snow event has concluded matching the totals of the summary sheet. Payment will be for work that has been fully completed at the time the invoice is submitted. No payment will be made for work in progress. Invoices shall include the contract number, itemized quantities, unit price, and extended costs based on the Contract pricing schedules. Payment will be made in accordance with the Virginia Prompt Payment Act within thirty (30) days after receipt of invoice and verification of satisfactory completion of work. Invoices shall be submitted to the location as listed below:

RMTA
Attn: Theresa Simmons, PE
901 E. Byrd Street, Ste 1120
Richmond, VA 23219





WINTER WEATHER MOBILIZATION GUIDELINE

| Weather Forecast | Mobilization Level | Response Plan | SALT application rate* |
|--|---------------------------|--|--|
| Precipitation: 20% or greater Accumulation: Ice/Snow Possible Ambient or Pavement Temp: 30-36 | Anti Ice | TAMS, spot treatment of other critical structures & locations | Application Liquid Mag: 36 gal/ln mi Application Liq Salt brine: 50 gal/ln mi Application Salt: 325 lbs/ln mi |
| Precipitation: 20-49% or greater Accumulation: Snow Possible Ambient or Pavement Temp: 30-36 | 1 | TAMS, spot treatment of other critical structures & locations | 325 lbs/ln mi |
| Precipitation: 50-100% chance Accumulation: Up to 1 inch of snow Ambient or Pavement Temp: 25-29 | 2 | Light Salting Operation; | 400 lbs/ln mi |
| Precipitation: 50-100% chance Accumulation: Upto 2 inches of snow or up to 1/10 inch of ice Ambient or Pavement Temp: 20-24 | 3 | Salting Operation; | 475 lbs/ln mi |
| Precipitation: 50-100% chance Accumulation: Upto 6 inches of snow or up to 1/4 inch of ice Ambient or Pavement Temp: 15-19 | 4 | Salting/Plow Operation; | 550 lbs/ln mi |
| Precipitation: 50-100% chance Accumulation: More than 6 inches of snow or more than 1/4 inch of ice Ambient or Pavement Temp: 10-14 | 5 | Salting/Heavy Plow Operation; All resources are deployed. | 625 lbs/ln mi |

* Based upon Salt Institute Standards

SNOW REMOVAL EXAMPLE PICTURES

The pictures below are examples only. Depending on the type of event, sleet, freezing rain, snow or any combination of frozen precipitation, the roadway may look different than the example pictures provided below.

| | |
|---|---|
|  | <p>Example of passing snow removal. Snow is removed from roadway.</p> |
|  | <p>Example of a snow removal on the verge of failing. Snow is starting to build on the travel lane.</p> |
|  | <p>Example of a snow removal failing in left lane. Left lane is covered by snow preventing the traffic from traveling in a safe, drivable and orderly manner.</p> |
|  | <p>Example of a snow removal failure. Traffic unable to proceed in a safe manner.</p> |

Attachment 3 Part C – RMTA Facility Available for Contractor Use



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 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. See Attachment 1 for bridge numbers and bridge locations.

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 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

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.

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.

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.

HOLIDAYS AND SPECIAL EVENTS

The project will officially observe the following holidays each year. Example periods of observance are shown for 2017:

- 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.

ATTACHMENT 6 - Left Blank Intentionally

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, up to 10% above the line item totals for each asset. If inventory quantities increase beyond 10% of the per line item asset, the Contractor can request additional compensation under clause 9.1.4. 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 – Left Blank Intentionally

RMTA – FAMS 2018
February 2018

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/SOverviewindex.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 – 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**

February 2018

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

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 | \$0.00 |
| 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.org.
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 |

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.

The RMTA will provide the following Facilities/Sites:

- Powhite Parkway SB – Salt Shed/Maintenance Area
(See exhibit in Attachment 3 – Part C)

The cost 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 the 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.

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: _____

RMTA – FAMS 2018
February 2018

ATTACHMENT 18 – Left Blank Intentionally

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

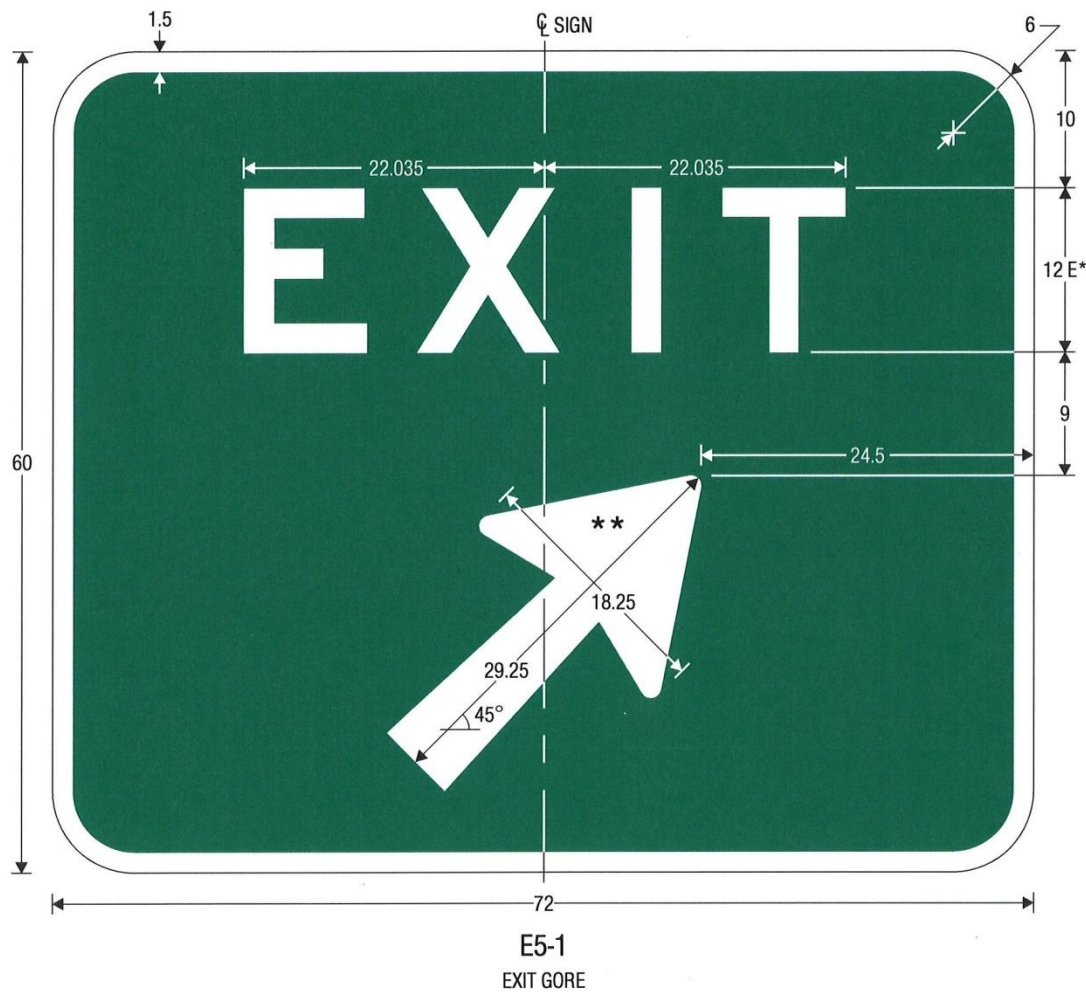
ATTACHMENT 22 – One Time Service – Existing Roadway Sign Replacements

This one time service is requested to be performed within 60 days of Notice to Proceed. There are several signs that the Authority would like to replace within the Expressway System.

1. Replacement of two (2) E5-1 (Exit Gore) signs, per the included specification below.

Cost to perform this work should include the signs and labor to remove the existing sign, install new sign and maintenance of traffic. It is anticipated that the sign posts in both locations can be reused.

- a. East Canal Street exit from WB Downtown Expressway
- b. NB Powhite Parkway exit from NB Chippenham Parkway



2. Installation/Replacement of thirteen (13) missing/existing “Prohibited” signs on RMTA Expressway entrance ramps.

Currently the RMTA has twenty-five (25) signs in stock for contractor use. Cost to perform this work should include the labor to remove signs where they are existing, install new signs at all locations, sign posts where needed and maintenance of traffic. See sample exhibit below. Locations include the following:

- a. 12th Street ramp to WB Downtown Expressway
- b. 7th Street ramp to WB Downtown Expressway
- c. 2nd Street ramp to WB Downtown Expressway
- d. Cumberland ramp to WB Downtown Expressway
- e. McCloy Street ramp to WB Route 146
- f. Cary Street ramp to SB Powhite Parkway
- g. EB Forest Hill ramp to NB Powhite Parkway
- h. WB Forest Hill ramp to NB Powhite Parkway
- i. Douglasdale ramp to NB Powhite Parkway
- j. Maplewood ramp to EB Downtown Expressway
- k. Meadowstreet rampto EB Downtown Expressway
- l. 2nd Street ramp to EB Downtown Expressway
- m. 10th Street ramp to EB Downtown Expressway



ATTACHMENT 23 – One Time Service – Replace Existing Guardrail Terminals

This one time service is requested to be performed within 90 days of Notice to Proceed. The Authority would like to replace all the Trinity Plus GR-9 with the 4-inch channel currently installed with the RMTA Right-of-Way with a VDOT approved GR-9 end terminal.

1. Replacement of nine (9) Trinity Plus GR-9 end terminals with the 4-inch channel.

Cost to perform this work should include materials and labor to remove and dispose of the existing end terminals, installation of the new end terminals and maintenance of traffic. See sample exhibit below.

Locations include the following:

- a. SB PW right shoulder just past PW South Toll Plaza
- b. SB PW gore at S. Chippenham Ramp
- c. NB PW Cash lane (after Plaza) before RR Bridge
- d. EB DTE median at 2nd St Police turn around
- e. WB DTE median west of Allen St.
- f. WB DTE Connector left shoulder
- g. SB PW Rt Shoulder at Forest Hill Ramp
- h. SB PW Lt Shoulder Forest Hill Ramp



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.”

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

ATTACHMENT 28 - Left Intentionally Blank