GREENVIEW DRIVE WIDENING
A DESIGN-BUILD PROJECT

State Project No.: U000-118-259, R201, C501
Federal Project No.: STP-5118 (235)
Contract ID No.: C00106320DB79

November 10, 2014

Submitted By:

Branch Highways

McCORMICK TAYLOR

From: Hermitage Road (Route 1541)
To: 0.2 Miles South of Leesville Road (Route 682)

From: 0.1 Miles West of Greenview Drive
To: 0.2 Miles East of Greenview Drive

City of Lynchburg and Campbell County, VA
ATTACHMENT 4.0.1.1

TECHNICAL PROPOSAL CHECKLIST
ATTACHMENT 4.0.1.1
GREENVIEW DRIVE WIDENING
TECHNICAL PROPOSAL CHECKLIST AND CONTENTS

Offerors shall furnish a copy of this Technical Proposal Checklist, with the page references added, with the Technical Proposal.

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<th>Form (if any)</th>
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<td>NA</td>
<td>Section 4.1.1</td>
<td>1</td>
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<td>Offeror’s official representative information</td>
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<td>Authorized representative’s original signature</td>
<td>NA</td>
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<td>2</td>
</tr>
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<td>Declaration of intent</td>
<td>NA</td>
<td>Section 4.1.2</td>
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<td>120 day declaration</td>
<td>NA</td>
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<td>Point of Contact information</td>
<td>NA</td>
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<td>Written statement of percent DBE participation</td>
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## ATTACHMENT 4.0.1.1
GREENVIEW DRIVE WIDENING
TECHNICAL PROPOSAL CHECKLIST AND CONTENTS

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<th>Page Reference</th>
</tr>
</thead>
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<tr>
<td>Confirmation that the information provided in the SOQ submittal remains true and accurate or indicates that any requested changes were previously approved by VDOT</td>
<td>NA</td>
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<td>Organizational chart with any updates since the SOQ submittal clearly identified</td>
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<td>Revised narrative when organizational chart includes updates since the SOQ submittal</td>
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<td>Conceptual Roadway Plans – Plan View</td>
<td>NA</td>
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<tr>
<td>Conceptual Roadway Plans – Typical Sections</td>
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<tr>
<td>Proposal Schedule in electronic format (CD or DVD-Rom)</td>
<td>NA</td>
<td>Section 4.2.3</td>
<td>CD-ROM</td>
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ATTACHMENT 3.6

FORM C-78-RFP
ACKNOWLEDGEMENT
OF RFP, REVISIONS,
AND/OR ADDENDA
ATTACHMENT 3.6

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

RFP NO.: C0016320DB79
PROJECT NO.: U000-118-259, R201, C501

ACKNOWLEDGEMENT OF RFP, REVISION AND/OR ADDENDA

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

By signing this Attachment 3.6, the Offeror acknowledges receipt of the RFP and/or following revisions and/or addenda to the RFP for the above designated project which were issued under cover letter(s) of the date(s) shown hereon:

1. Cover letter of September 11, 2014 – RFP (Date)
2. Cover letter of October 28, 2014 – Addendum #1 (Date)
3. Cover letter of (Date)

[Signature]

11/3/14
DATE

Gale M. Tschuor
PRINTED NAME
Vice President of Estimating
TITLE
SECTION 4.1

LETTER OF SUBMITTAL
November 10, 2014

Mr. Kevin Reichert, P.E.
Alternate Project Delivery Office
Virginia Department of Transportation
1401 East Broad Street
Annex Building, 8th Floor
Richmond, VA 23219

RE: Request for Proposals
Greenview Drive Widening
City of Lynchburg and Campbell County, Virginia
Project No.: U000-118-259, R201, C501
Contract ID Number: C00106320DB79

Dear Mr. Reichert:

Branch Highway, Inc. (Branch) is pleased to submit one (1) copy of the Letter of Submittal and Attachments to the Letter of Submittal, which bears original signatures and one (1) CD-ROM containing the entire Letter of Submittal and Attachments to the Letter of Submittal in a single cohesive Adobe PDF file to the Virginia Department of Transportation (VDOT) to provide Design-Build (D-B) services for the Greenview Drive Widening Project in the City of Lynchburg and Campbell County, Virginia. We have carefully reviewed the Request for Proposals (RFP), RFP Information Package, RFP Questions and Answers, RFP Addendum, attended the Pre-Proposal Meeting, Utility Meeting, Proprietary Meeting and visited the project site on several occasions as part of the development of this technical proposal.

Section 4.1.1 Full Legal Name and Address of the Offeror | Branch Highways, Inc. will be the legal entity who will execute the Contract with VDOT. The address for Branch is as follows:

Branch Highways, Inc. • P.O. Box 40004 • Roanoke, VA 24022

Section 4.1.2 Declaration of Intent | Branch declares its intent, if selected, to enter into a contract with VDOT for the Project in accordance with the terms of this RFP.

Section 4.1.3 120 Day Declaration | Branch declares that the attached offer represented by the Proposal will remain in full force and effect for one hundred twenty (120) days after the date the Letter of Submittal and Attachments are actually submitted to VDOT (November 10, 2014).

Section 4.1.4 Point of Contact | Branch’s official representative and designated Point Of Contact for all project-related communications is Gale M. Tschuor, Vice President of Estimating. Mr. Tschuor can be reached as follows:

<table>
<thead>
<tr>
<th>Address</th>
<th>Phone</th>
<th>Mobile</th>
<th>Fax</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Branch Highways, Inc.</td>
<td>(540) 982-1678</td>
<td>(540) 815-3136</td>
<td>(540) 982-4216</td>
<td><a href="mailto:gale.tschuor@branchhighways.com">gale.tschuor@branchhighways.com</a></td>
</tr>
</tbody>
</table>
Section 4.1.5 Principal Officer for Offeror | Michael P. Higgins, Vice President of Design-Build Services, will serve as the Principal Officer for Branch. Mr. Higgins can be reached as follows:

<table>
<thead>
<tr>
<th>Address</th>
<th>Phone</th>
<th>Mobile</th>
<th>Fax</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Branch Highways, Inc.</td>
<td>(540) 982-1678</td>
<td>(540) 815-3146</td>
<td>(540) 982-4216</td>
<td><a href="mailto:mikeph@branchhighways.com">mikeph@branchhighways.com</a></td>
</tr>
<tr>
<td>P.O. Box 40004</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Roanoke, VA 24022</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Section 4.1.6 Completion Dates | The Branch team shall comply with the proposed dates set forth in Section 2.3.1, including the Final Completion Date of 07/26/2017.

Section 4.1.7 Proposal Payment Agreement | Branch has included the completed Proposal Payment Agreement (Attachment 9.3.1) for the Greenview Drive Widening Project in the Appendix.

Section 4.1.8 Certification Regarding Debarment Forms | Signed “Certification Regarding Debarment” forms for the Design-Build Team are included in the Appendix (Attachments 11.8.3(a) and 11.8.3(b)).

Section 4.1.9 DBE Participation Goal Commitment | Branch is committed to achieving a seven percent (7%) DBE participation goal for the entire value of the contract.

We sincerely appreciate this opportunity and your consideration during the evaluation and selection process of the Greenview Drive Widening Project. If you have any questions in your review, please do not hesitate to contact me at (540) 982-1678.

Sincerely,

BRANCH HIGHWAYS, INC.

Gale M. Tschur
Vice President of Estimating

Attachments
SECTION 4.2

ATTACHMENTS TO THE LETTER OF SUBMITTAL
Section 4.2.1 Confirmation of Accuracy of the Organizational Chart and Key Personnel
The Branch/McCormick Taylor Team confirms that the information contained in our SOQ submittal pertaining to the Organizational Chart and the Key Personnel remains true and accurate with the following exception.

To better demonstrate a clear separation between Quality Assurance and Quality Control Inspection and Field / Laboratory Testing, we have replaced the QA Testing firm identified in our SOQ, Froehling & Robertson, Inc. (F&R), with Hurt & Proffitt, Inc. (H&P). F&R will continue to provide the Quality Control Testing for the project. VDOT was notified of this change on October 10, 2014.

Hurt & Proffitt, Inc. (H&P) is a full service employee-owned engineering and surveying firm providing construction testing and inspection for construction projects with technicians who are certified and highly skilled using state-of-the-art equipment. Established in 1973, H&P is one of the largest engineering and surveying firms in Central Virginia with offices in Lynchburg, Roanoke, Wytheville and Norfolk. H&P’s in-house materials testing laboratory, which is located in Lynchburg, is widely respected for soil, asphalt, pavement, and concrete testing. The laboratory is approved by the Virginia Department of Transportation and is AASHTO Materials Reference Laboratory (AMRL) and Cement and Concrete Reference Laboratory (CCRL) certified.

The following organizational structure, organizational chart and narrative have been updated from the SOQ to reflect these changes.

### 4.2.1 ORGANIZATIONAL STRUCTURE

<table>
<thead>
<tr>
<th>The Branch / McCormick Taylor Team</th>
<th>Branch Highways, Inc.</th>
<th>McCormick Taylor, Inc.</th>
</tr>
</thead>
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<tr>
<td>Offeror and Lead Contractor</td>
<td>Whitman, Requardt &amp; Associates, LLP</td>
<td>Froehling &amp; Robertson, Inc.</td>
</tr>
<tr>
<td>Quality Assurance Manager</td>
<td>KDR Real Estate Services</td>
<td>KDR Real Estate Services</td>
</tr>
<tr>
<td>Armored &amp; Testing Services; Geotechnical Engineering</td>
<td></td>
<td>Right-of-Way Acquisition; Fee Appraisals, Independent Appraisal Reviews</td>
</tr>
<tr>
<td>Accumark, Inc.</td>
<td></td>
<td>Accumark, Inc. Utility Locating</td>
</tr>
<tr>
<td>Survey</td>
<td>Precision Measurements, Inc.</td>
<td></td>
</tr>
</tbody>
</table>
4.2.1 ORGANIZATIONAL CHART

We have revised our Organizational Chart to reflect the change in Quality Assurance Testing as stated above. The Key Personnel as contained in our SOQ submittal remain true and accurate.
4.2.1 ORGANIZATIONAL CHART NARRATIVE

The Organizational Chart provided above identifies the major functions to be performed by the Branch/MT Team along with displaying the lines of responsibility, communication, and relationships between the various entities. The organizational chart shows the reporting relationships of Key Personnel responsible for the management of design, construction, and quality control as well as the independent responsibilities of the QAM and his staff. The Branch/MT Team has clearly defined roles and relationships. The team organization is optimized to promote team synergy yet present clear, logical, and efficient reporting relationships to manage the design and construction and related approvals for the Greenview Drive Widening D-B Project, while maintaining distinct responsibilities and project controls.

**VDOT:** The Department will coordinate directly with our DBPM for all aspects of design and construction oversight of the project. Open lines of communication between the QAM and VDOT will assist with monitoring quality assurance oversight. We anticipate VDOT’s oversight and support in coordination efforts with project stakeholders.

**Design-Build Management:** Our DBPM will serve as VDOT’s single point of contact for the project. The QAM, the DM and the CM regularly report to the DBPM. This structure combined with the DBPM’s maintenance of an action item log for potential project issues and three-month look-ahead schedule ensures the design and construction efforts remain on-schedule and in conformance with VDOT requirements.

**Quality Assurance:** The QAM will report to the DBPM, with independent oversight by VDOT. QA Inspectors and Labs will report through the QAM. The QAM will also monitor the construction QC program to ensure all work and materials, testing, and sampling is performed in accordance with the contract requirements and the “approved for construction” plans and specifications.

**Design:** The DM will report to the DBPM and will oversee all design disciplines for the project. The approach for staffing these disciplines hinges on the concept of matching the requirements of this project to the experience and depth of knowledge of staff best suited to fulfill these specific requirements. While the majority of the disciplines will be covered by MT professionals, the team does include specialty subconsultants to augment the team and report directly to the DM.

**Construction:** The CM will report to the DBPM. He will communicate with the DM during both design and construction phases to ensure construction is consistent with the project design. **The CM will be on the project site for the duration of construction operations and will be responsible for managing the construction process including all Quality Control (QC) activities.** He will oversee the entire construction team, including the roadway superintendent, who will oversee construction crews in the field.
**Section 4.2.2 Conceptual Roadway Plans**

The Branch/McCormick Taylor team has provided a general Project layout which includes the following as required by the Request for Proposal:

a) Plan views indicating the number of lanes specified in the RFP Information Package.

b) Typical sections for the proposed improvements to Greenview Drive (Route 678).

c) Profile view for all segments indicating the maximum grade and vertical curve data.

Full size 11x17 copies are located in **Volume II** of our Proposal.

**Section 4.2.3 Proposal Schedule and Narrative**

**4.2.3.1 PROPOSAL SCHEDULE**

The Branch/McCormick Taylor Team have developed a Proposal Schedule and it is located in **Volume II** of our Proposal.

A CD has also been prepared containing .pdf copies of the Proposal Schedule and Narrative; as well as a back-up of the Proposals Schedule’s source document.

**4.2.3.2 PROPOSAL SCHEDULE NARRATIVE**

*Overall Project Sequencing:* The Branch/McCormick Taylor Team has developed an overall project schedule with design and preconstruction activities taking place from NTP into early 2016, and construction activities starting in spring 2016 through contract completion. For the design phase of this project, schedule activities are grouped by specialization and level of plan development. Within each plan development phase, the same general sequence of activities is used. These activities are as follows:

**General Design Phase Sequence**
- Draft Plan Generation
- VDOT Plan Review
- Address and Incorporate VDOT Comments
- VDOT Final Review and Plan Approval

For construction activities, the schedule has three general phases which divide the project into smaller work areas. Phase IV shows the planned sequence for installation of final surface asphalt, signals, signs, roadway lighting and landscaping throughout the entire project. The schedule shows a 16-17 month construction period utilizing a primary project grading crew along with a specialty crew (i.e. utilities) and various subcontractors (asphalt paving, guardrail, etc.). For each of the first three general construction phases, the schedule provides the same general sequence of construction activities as follows:

**Grading, General Project Crew**
- Maintenance of Traffic Items (Installation or Adjustment)
- Demolition Items
- Rough Grade

**Fine Grade**
- Base Stone
- Dress & Seed
Specialty & Subcontractor Crews
- Sanitary Sewer
- Storm Sewer
- Water Line
- Sidewalks, Curb & Gutter
- Asphalt Paving

**Description and Explanation of the Critical Path:** The Critical Path is defined as those activities comprising the longest logic path. The schedule shows a critical path of activities passing through Right of Way (ROW) plan development (Utility, Roadway and Hydraulics) and through the ROW procurement activities. After ROW acquisition, the Critical Path during construction follows the grading and flatwork operations from Phase I through Phase III, then roadway lighting installation, and final project closeout. To illustrate the Critical Path, it is shown on the bar chart as activities and relationship lines in red.

**Proposed Means and Methods:** The schedule is based on two Branch crews during the major portions of the construction phases. These two crews will be a grading and general construction activities crew and a specialized utility or storm sewer crew. Overall Branch staffing will range between 8-12 crew members along with management staff, depending upon phase, time of year, and available operations. Subcontractor crews and resources will be utilized for elements of work such as signals, lighting, and asphalt paving. Coordination of both Branch’s crews and subcontractor’s resources will be the responsibility of our Construction Manager.

**Key Assumptions:** There are several key assumptions upon which the proposal schedule is based. The first assumption is the Department’s adherence to the current Notice to Proceed date of February 18, 2015. The next key assumption is strict adherence to design and review time frames for the various plan elements. A final key assumption is aggressive pursuit of ROW plan development, as well as the subsequent ROW procurement process along with private utility relocations.

**Schedule Maintenance and Recovery:** Branch has demonstrated detailed and assertive project management in successfully delivering both bid-build and design-build projects in Virginia. From these previous efforts, Branch has developed an experienced staff of managers, supervisors and engineers knowledgeable in the importance of schedule preparation and maintenance. Through monthly schedule updates and reviews, early identification of activities demonstrating potential schedule impacts is assured. This is a standard practice that Branch’s staff will utilize to delivery this important project within the contract time.
ATTACHMENT 9.3.1
PROPOSAL PAYMENT AGREEMENT

THIS PROPOSAL PAYMENT AGREEMENT (this “Agreement”) is made and entered into as of this 10 day of November, 2014, by and between the Virginia Department of Transportation (“VDOT”), and Branch Highways, Inc. (“Offeror”).

WITNESSETH:

WHEREAS, Offeror is one of the entities who submitted Statements of Qualifications (“SOQs”) pursuant to VDOT’s June 30, 2014 Request for Qualifications (“RFQ”) and was invited to submit proposals in response to a Request for Proposals (“RFP”) for the Greenview Drive Widening, Project No. U000-118-259 (“Project”), under a design-build contract with VDOT (“Design-Build Contract”); and

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

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

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

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

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

3. **Proposal Payment.** VDOT agrees to pay Offeror the lump sum amount of ten thousand and 00/100 Dollars ($10,000.00) ("Proposal Payment"), which payment constitutes payment in full to Offeror for the conveyance of Offeror’s Intellectual Property to VDOT in accordance with this Agreement. Payment of the Proposal Payment is conditioned upon: (a) Offeror’s Proposal being, in the sole discretion of VDOT, responsive to the RFP; (b) Offeror complying with all other terms and conditions of this Agreement; and (c) either (i) Offeror is not awarded the Design-Build Contract, or (ii) VDOT cancels the procurement or decides not to award the Design-Build Contract to any Offeror.

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

5. **Effective Date of this Agreement.** The rights and obligations of VDOT and Offeror under this Agreement, including VDOT’s ownership rights in Offeror’s Intellectual Property, vests upon the date that Offeror’s Proposal is submitted to VDOT. Notwithstanding the above, if Offeror’s Proposal is determined by VDOT, in its sole discretion, to be nonresponsive to the RFP, then Offeror is deemed to have waived its right to obtain the Proposal Payment, and VDOT shall have no obligations under this Agreement.
6. **Indemnity.** Subject to the limitation contained below, Offeror shall, at its own expense, indemnify, protect and hold harmless VDOT and its agents, directors, officers, employees, representatives and contractors from all claims, costs, expenses, liabilities, demands, or suits at law or equity ("Claims") of, by or in favor of or awarded to any third party arising in whole or in part from: (a) the negligence or wilful misconduct of Offeror or any of its agents, officers, employees, representatives or subcontractors; or (b) breach of any of Offeror's obligations under this Agreement, including its representation and warranty under Section 8 hereof. This indemnity shall not apply with respect to any Claims caused by or resulting from the sole negligence or wilful misconduct of VDOT, or its agents, directors, officers, employees, representatives or contractors.

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

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

9. **Miscellaneous.**

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

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

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

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

   e. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.
IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the day and year first above written.

VIRGINIA DEPARTMENT OF TRANSPORTATION

By: ________________________________

Name: ________________________________

Title: ________________________________

BRANCH HIGHWAYS, INC.

By: ________________________________

Name: Gale M. Tschuor

Title: Vice President of Estimating
ATTACHMENT 11.8.6

CERTIFICATION REGARDING DEBARMENT FORMS
ATTACHMENT NO. 11.8.6(a)

CERTIFICATION REGARDING DEBARMENT
PRIMARY COVERED TRANSACTIONS

Project: U000-118-259
Contract ID: C00106320DB79

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

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

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

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

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

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

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

Signature

Date 11/3/14

Vice President of Estimating
Title

Branch Highways, Inc.

Name of Firm
ATTACHMENT NO. 11.8.6(b)

CERTIFICATION REGARDING DEBARMENT
LOWER TIER COVERED TRANSACTIONS

Project: U000-118-259
Contract ID: C00106320DB79

1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

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

[Signature] [Date]

[Name of Firm]

[Chief Executive Officer]
[Title]
ATTACHMENT NO. 11.8.6(b)

CERTIFICATION REGARDING DEBARMENT
LOWER TIER COVERED TRANSACTIONS

Project: U000-118-259
Contract ID: C00106320DB79

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

Signature: ___________________________ Date: 10/16/2014
Senior Vice President
Title

Whitman, Requardt & Associates, LLP
Name of Firm
ATTACHMENT NO. 11.8.6(b)

CERTIFICATION REGARDING DEBARMENT
LOWER TIER COVERED TRANSACTIONS

Project: U000-118-259
Contract ID: C00106320DB79

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

Signature 10-16-14

President/CEO

Title

Hurt & Proffitt, Inc.

Name of Firm
ATTACHMENT NO. 11.8.6(b)

CERTIFICATION REGARDING DEBARMENT
LOWER TIER COVERED TRANSACTIONS

Project: U000-118-259
Contract ID: C00106320DB79

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

[Signature] 10/16/2014 [Date] [President]

[Title]

Froehling & Robertson, Inc.

[Name of Firm]
ATTACHMENT NO. 11.8.6(b)

CERTIFICATION REGARDING DEBARMENT
LOWER TIER COVERED TRANSACTIONS

Project: U000-118-259
Contract ID: C00106320DB79

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

__________________________
Signature                  10-16-14
__________________________
Date                      President
__________________________
Title

KDR Real Estate Services, Inc.

Name of Firm
ATTACHMENT NO. 11.8.6(b)

CERTIFICATION REGARDING DEBARMENT
LOWER TIER COVERED TRANSACTIONS

Project: U000-118-259
Contract ID: C00106320DB79

1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

Signature October 16, 2014

Date

President

Title

Precision Measurements, Inc.

Name of Firm
CERTIFICATION REGARDING DEBARMENT
LOWER TIER COVERED TRANSACTIONS

Project: U000-118-259
Contract ID: C00106320DB79

1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

Signature Date

President

Title

Accumark, Inc.

Name of Firm
ATTACHMENT 3.2.10

SCC AND DPOR INFORMATION
### ATTACHMENT 3.2.10

**State Project No. U000-118-259, R201, C501**

**SCC and DPOR Information**

Offerors shall complete the table and include the required state registration and licensure information. By completing this table, Offerors certify that their team complies with the requirements set forth in Section 3.2.10 and that all businesses and individuals listed are active and in good standing.

<table>
<thead>
<tr>
<th>Business Name</th>
<th>SCC Number</th>
<th>SCC Type of Corporation</th>
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<td>Branch Highways, Inc.</td>
<td>02956183</td>
<td>Corporation</td>
<td>Active</td>
<td>P.O. Box 40004 Roanoke, VA 24022</td>
<td>Class A Contractor</td>
<td>2701029434</td>
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<tr>
<td>McCormick Taylor, Inc.</td>
<td>F129691</td>
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<td>Active</td>
<td>4951 Lake Brook Drive, Suite 275 Glen Allen, VA 23060</td>
<td>EN</td>
<td>0407004111</td>
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<td></td>
<td>111 Mill Place Parkway, Suite 105 Verona, VA 24482</td>
<td>EN</td>
<td>0411000771</td>
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<td></td>
<td>2426 Lee Highway, Suite 208 Bristol, VA 24202</td>
<td>EN</td>
<td>0411001043</td>
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<td>9030 Stony Point Pkwy Suite 220 Richmond, VA 23235</td>
<td>EN</td>
<td>0411000133</td>
<td>02/29/2016</td>
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<tr>
<td>Froehling &amp; Robertson, Inc.</td>
<td>00272112</td>
<td>Corporation</td>
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<td>1734 Seibel Dr. N E Roanoke, VA 24012</td>
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<td>0411000053</td>
<td>02/29/2016</td>
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<tr>
<td>KDR Real Estate Services, Inc.</td>
<td>05712104</td>
<td>Corporation</td>
<td>Active</td>
<td>2500 Grenoble Rd. Richmond, VA 23294</td>
<td>Real Estate Corporation</td>
<td>0226007129</td>
<td>12/31/2014</td>
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### ATTACHMENT 3.2.10

**State Project No. U000-118-259, R201, C501**

**SCC and DPOR Information**

<table>
<thead>
<tr>
<th>Company</th>
<th>ID</th>
<th>Status</th>
<th>Address</th>
<th>Type</th>
<th>LS</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
<td>Precision Measurements, Inc.</td>
<td>04504361</td>
<td>Active</td>
<td>4215 Lafayette Center Drive, Suite 2A Chantilly, VA 20151</td>
<td>LS</td>
<td>0411000562</td>
<td>02/29/2016</td>
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<tr>
<td>Accumark, Inc.</td>
<td>04407458</td>
<td>Active</td>
<td>9500 King Air Court Ashland, VA 23005</td>
<td>LS</td>
<td>0411000864</td>
<td>02/29/2016</td>
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<tr>
<td>Hurt &amp; Proffitt, Inc.</td>
<td>01428952</td>
<td>Active</td>
<td>2524 Langhorne Rd. Lynchburg, VA 24501</td>
<td>ENG/LS</td>
<td>0407003927</td>
<td>12/31/2015</td>
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</tbody>
</table>
### ATTACHMENT 3.2.10

**State Project No. U000-118-259, R201, C501**

#### SCC and DPOR Information

<table>
<thead>
<tr>
<th>Business Name</th>
<th>Individual’s Name</th>
<th>Office Location Where Professional Services will be Provided (City/State)</th>
<th>Individual’s DPOR Address</th>
<th>DPOR Type</th>
<th>DPOR Registration Number</th>
<th>DPOR Expiration Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Whitman, Requardt &amp; Associates, LLP</td>
<td>Brian A. Henschel</td>
<td>Lynchburg, VA</td>
<td>103 Carol Ct. Forest, VA 24551</td>
<td>Professional Engineer</td>
<td>0402035154</td>
<td>01/31/2015</td>
</tr>
<tr>
<td>Froehling &amp; Robertson, Inc.</td>
<td>Robert H. Vester, JR</td>
<td>Roanoke, VA</td>
<td>7907 Kentucky Derby Drive Midlothian, VA 23112</td>
<td>Professional Engineer</td>
<td>0402037748</td>
<td>12/31/2014</td>
</tr>
<tr>
<td>KDR Real Estate Services, Inc.</td>
<td>Allen G. Dorin, Jr.</td>
<td>Richmond, VA</td>
<td>2500 Grenoble Rd. Richmond, VA 23294</td>
<td>Principal Broker</td>
<td>0225108043</td>
<td>03/31/2015</td>
</tr>
<tr>
<td>Precision Measurements, Inc.</td>
<td>Cory M. Haynes</td>
<td>Chantilly, VA</td>
<td>422 Ridgefield Ave. Stephens City, VA 22655</td>
<td>Land Surveyor</td>
<td>0403002539</td>
<td>12/31/2014</td>
</tr>
<tr>
<td>Accumark, Inc.</td>
<td>Frank R. Richardson, II</td>
<td>Ashland, VA</td>
<td>2624 Iveron Rd. Midlothian, VA 23112</td>
<td>Land Surveyor</td>
<td>0403001810</td>
<td>06/30/2015</td>
</tr>
</tbody>
</table>
CERTIFICATE OF GOOD STANDING

I Certify the Following from the Records of the Commission:

That HURT & PROFFITT, INC. is duly incorporated under the law of the Commonwealth of Virginia;

That the date of its incorporation is January 9, 1973;

That the period of its duration is perpetual; and

That the corporation is in existence and in good standing in the Commonwealth of Virginia as of the date set forth below.

Nothing more is hereby certified.

Signed and Sealed at Richmond on this Date:
January 5, 2012

Joel H. Peck, Clerk of the Commission
GREENVIEW DRIVE WIDENING
A DESIGN-BUILD PROJECT

State Project No.: U000-118-259, R201, C501
Federal Project No.: STP-5118 (235)
Contract ID No.: C00106320DB79

November 10, 2014
SECTION 4.2.2

CONCEPTUAL ROADWAY PLANS
**TYPICAL SECTIONS**

**GREENVIEW DRIVE**

STATION 40+64.69 TO STATION 70+72.82

---

**RFP CONCEPTUAL PLANS**

**THESE PLANS ARE UNFINISHED AND UNAPPROVED AND ARE NOT TO BE USED FOR ANY TYPE OF CONSTRUCTION OR THE ACQUISITION OF RIGHT OF WAY.**

---

**TYPICAL SECTIONS**

**GREENVIEW DRIVE - TURN LANES**
These plans are unfinished and unapproved and are not to be used for any type of construction or the acquisition of right of way.
MISS UTILITY TICKET, JUNE 2013

SUBSURFACE UTILITY BY, DATE

SURVEYED BY, DATE

PROJECT MANAGER

KEVIN REICHART, P.E. VDOT (804) 225-3799

MCCORMICK TAYLOR, INC. (540) 248-0436

P +81 .88

CURVE G 101

DELOTIN, JAMES & VALENCIA A.

ZONED: R-SF (CAMPBELL)

ZONED: R-1 (LYNCHBURG)

#6 57

1337 GREENVIEW DRIVE

LYNCHBURG VA

DB 356 PG. 674

DB 745 PG. 78

COLLINS, JAMES & BETSY B.

RELOCATE FH (Typ.)

Prop. R/W

5' Sidewalk

Prop. Temp.

Const. Easement

11' Lane

11' Lane

11' Lane

11' Lane

Prop. 10' Shared Use Path

Prop. Temp.

Const. Easement

REFERENCES

(Profs., R/W, & Drainage Description Sheets, etc.)

Project Profiles

3A

RFP CONCEPTUAL PLANS

THESE PLANS ARE UNFINISHED AND UNAPPROVED AND ARE NOT TO BE USED FOR ANY TYPE OF CONSTRUCTION OR THE ACQUISITION OF RIGHT OF WAY.
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SECTION 4.2.3

PROPOSAL SCHEDULE
### Greenview Drive Widening

**Design Services & Preconstruction Activities**

- **Preliminary Project Utility Plan Preparation**: 04-08-15
- **Notice to Proceed**: 05-13-15
- **Plan Final Review/Approval**: 04-16-15
- **Baseline Schedule Development & Submission**: 03-27-15
- **Phase I ESA Department Review**: 02-19-15
- **Final Acceptance**: 05-28-15
- **Baseline Schedule Review & Approval**: 05-13-15
- **Baseline Schedule Department 1st Review**: 05-13-15
- **Baseline Schedule Correct & Resubmit**: 05-13-15
- **Baseline Schedule Department Review & Approval**: 05-13-15

**Scope Validation**

- **Project Habitation Investigations**: 03-18-15
- **Findings Report Preparation & Submittal**: 04-27-15
- **Project Schedule**: 04-03-15
- **Meeting with VDOT Utilities Manager**: 02-19-15
- **Status Report Research and Preparation**: 04-16-15
- **Records Research**: 05-13-15
- **Perform Field Investigations**: 03-18-15
- **Geotechnical**: 02-19-15
- **Design and Prepare Boring Plan**: 03-19-15
- **Geotech Design Preparation**: 04-15-15
- **Traffic Engineering**: 04-15-15

**Preconstruction Activities**

- **Notice to Proceed**: 05-13-15
- **Notice to Proceed**: 04-29-15
- **Baseline Schedule Department 1st Review**: 05-13-15
- **Baseline Schedule Correct & Resubmit**: 05-13-15
- **Baseline Schedule Department Review & Approval**: 05-13-15
- **Baseline Schedule Department 1st Review**: 05-13-15
- **Baseline Schedule Correct & Resubmit**: 05-13-15
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- **Status Report Research and Preparation**: 04-16-15
- **Perform Field Investigations**: 03-18-15
- **Geotechnical**: 02-19-15
- **Design and Prepare Boring Plan**: 03-19-15
- **Geotech Design Preparation**: 04-15-15
- **Traffic Engineering**: 04-15-15

**Hydraulics**

- **Storm Sewer Design**: 04-29-15
- **SWM Design**: 05-28-15
- **ESC Plan & SWPPP Preparation**: 05-28-15

**Roadway**

- **Coordination w/ Design Sections - Alignment Determination**: 02-19-15
- **Plan Preparation**: 04-01-15
- **Plan Preparation**: 05-26-15

**Construction**

- **Construction Phase I Completion**: 05-28-15
- **Construction Phase II Completion**: 05-28-15
- **Construction Phase III Completion**: 05-28-15
- **Construction Phase IV Completion**: 05-28-15

**Notice to Proceed**

- **Notice to Proceed**: 05-13-15
- **Notice to Proceed**: 04-29-15

**Baseline Schedule Department 1st Review**

- **Baseline Schedule Department 1st Review**: 05-13-15
- **Baseline Schedule Correct & Resubmit**: 05-13-15
- **Baseline Schedule Department Review & Approval**: 05-13-15

**Baseline Schedule Development & Submission**

- **Baseline Schedule Development & Submission**: 04-27-15
- **Baseline Schedule Department 1st Review**: 05-13-15
- **Baseline Schedule Correct & Resubmit**: 05-13-15
- **Baseline Schedule Department Review & Approval**: 05-13-15

**Meeting with VDOT Utilities Manager**

- **Meeting with VDOT Utilities Manager**: 02-19-15

**Geotechnical**

- **Geotechnical**: 02-19-15
- **Geotechnical**: 04-15-15
- **Geotechnical**: 03-18-15
- **Geotechnical**: 04-15-15
- **Geotechnical**: 04-27-15

**Notice to Proceed**

- **Notice to Proceed**: 05-13-15
- **Notice to Proceed**: 04-29-15

**Baseline Schedule Department 1st Review**

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- **Baseline Schedule Correct & Resubmit**: 05-13-15
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**Meeting with VDOT Utilities Manager**

- **Meeting with VDOT Utilities Manager**: 02-19-15

**Geotechnical**

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- **Geotechnical**: 03-18-15
- **Geotechnical**: 04-15-15
- **Geotechnical**: 04-27-15