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## **I-395 Project**

### **Exhibit C-3**

## **Technical Requirements**

Includes:

Section 1: Project Management,

Section 2: Public Information and Communications, and

Section 3: Design and Construction Requirements

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### **Attachments**

- 1.0a I-395 Express Lanes Northern Extension Scope of Work
- 1.0b I-395 Southbound General Purpose Lanes Widening from Duke Street to Edsall Road Widening (“DEW Component”) Scope of Work
- 1.0c Seminary Road HOV Ramp Soundwalls (“Seminary Road Soundwall Component” I-395 Southbound General Purpose Lanes) Scope of Work
- 1.0d I-395 General Purpose Lanes Bridge Rehabilitation (“GP Bridges opponent”) Scope of Work
- 1.0e Pentagon Reservation Scope of Work
- 1.3 Project Development Plans
- 1.5a Standards and Specifications
- 1.5c Approved Design Exceptions, Design Waivers and Other Approvals Prior to Commercial Close
- 1.8 Pentagon Reservation Work Requirements
- 1.9 VDOT Policy for Lane Closure in NoVA District, dated August 4, 2015
- 1.10 Security Requirements for Concessionaire Operated Critical Infrastructure Facilities and Structures
- 3.4a Geotechnical Data Report
- 3.4b Settlement of Structures
- 3.8 Pavement Condition Assessment
- 3.9a E-ZPass Pavement Logo
- 3.9b Pavement Markings
- 3.9c Enhanced Barrier Delineation
- 3.9d Dynamic Message Signs Requiring UPS
- 3.11 Aesthetic Treatments for Bridges
- 3.15c Bridge Repair Table and Notes

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**TECHNICAL REQUIREMENTS**

**PURPOSE**

The purpose of these Technical Requirements is to identify the minimum scope and technical requirements to develop the 395 Project. The Work required by the Technical Requirements will be undertaken by or on behalf of the Concessionaire. Throughout these Technical Requirements where “395 Design-Build Contract” is used, the use of such term is solely to provide a reference to additional clarifying information. The Concessionaire shall be governed by the Agreement, including these Technical Requirements, in the performance of the Work and remains responsible to the Department and the 395 Design-Build Contractor shall not impose any direct obligations on the Department.

Refer to the following attachments for a general summary of the scope of the 395 Project and the Work:

Attachment 1.0a – I-395 Express Lanes Northern Extension scope of work

Attachment 1.0b – I-395 Southbound General Purpose Lanes Widening from Duke Street to Edsall Road Widening (“DEW Component”) scope of work

Attachment 1.0c – Seminary Road HOV Ramp Soundwalls (“Seminary Road Soundwall Component” I-395 Southbound General Purpose Lanes) scope of work

Attachment 1.0d – I-395 General Purpose Lanes Bridge Rehabilitation (“GP Bridges Component”) scope of work

Attachment 1.0e – Pentagon Reservation scope of work

**ACRONYMS**

<b>Acronym</b>	<b>Definition</b>
AACE	American Association of Cost Engineers
AFC	Approved for Construction
AMRL	AASHTO Material Reference Laboratory
BCWP	Budgeted Cost of Work Performed
BCWS	Budgeted Cost of Work Scheduled
BMS	Building Management System
BPPS	Bridge Pier Protection System
CADD	Computer Aided Drafting and Design
CCI	Critical Condition Index
CRM	Customer Relations Management
CTA	Cement Treated Aggregate
DBE	Disadvantaged Business Enterprise
DDOT	District of Columbia Department of Transportation
DE	Design Exception
DW	Design Waiver
EDMS	Electronic Document Management System
EPA	Environmental Protection Agency
ETTM	Electronic Tolling and Traffic Management

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<b>Acronym</b>	<b>Definition</b>
FDC	Field Design Change
F.O.B.	Free on Board
GCS	Gate Control System
GP	General Purpose
HOT-OC	HOT Operations Center
HPC	High Performance Concrete
HPS	High Performance Steel
ICD	Interface Control Document
ID	Asset Identification
IDMS	Incident Detection and Monitoring System
IPPM	Internal Policy/Procedure Memorandum
IRI	International Roughness Index
JOMP	Joint Operating and Maintenance Protocols
LCAMS	Lane Closure Advisory Management System
LDR	Load-related Distress Rating
LL	Live Load
LPN	License Plate Number
LRFD	Load and Resistance Factor Design
MATOC	Metropolitan Area Transportation Operations Coordination
MLHCC	Modified Latex Hydraulic Cement Concrete
MOMS	Maintenance Online Management System
MPSTOC	McConnell Public Safety and Transportation Operations Center
MRP	Maintenance Rating Program
MSE	Mechanically Stabilized Earth
MUA	Master Utility Agreement
NADR	Noise Abatement Design Report
NATR	Noise Analysis Technical Report
NBIS	National Bridge Inspection Standards
NCR	Non-Conformance Report
NDC	Notice of Design Change
NDR	Non Load-related Distress Rating
NRO	Northern Regional Operations
NTCIP	National Transportation Communications for ITS Protocol
O&M	Operations and Maintenance
OCR	Optical Character Recognition
ORT	Open Road Tolling
OSPS	Operating Speed Performance Standard
PDM	Precedence Diagram Method
PE	Professional Engineer
PIP	Public Information Plan
PS&E	Plans, Specifications, and Estimate
PVC	Polyvinyl Chloride
RWIS	Road Weather Information System
SPI	Schedule Performance Index



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<b>Acronym</b>	<b>Definition</b>
SWaM	Small, Women- and Minority-owned Business Enterprise
T&DI	Toll and Driver Information
TAC	Transit Advisory Committee
TAMS	Turnkey Asset Maintenance Services
TCP	Traffic Control Plan
TCRO	Traffic Control Room Officers
TOC	Traffic Operations Center
TS&L	Type, Size, and Location
UIT	Ultrasonic Impact Testing
VDEM	Virginia Department of Emergency Management
VECTOR	Virginia Evacuation Coordination Team for Operational Response
VES	Vehicle Enforcement System
VOD	Vehicle Occupancy Detection
VOS	Volume, Occupancy & Speed
VSL	Variable Speed Limit Signs
WBS	Work Breakdown Structure
WMATA	Washington Metropolitan Area Transit Authority

## DEFINITIONS

Capitalized terms used but not otherwise defined have the respective meanings set forth in Exhibit A to the Agreement. In addition, the following terms have the meanings specified below:

**Best Efforts** means exerting every available resource and allowing sufficient time (a minimum of 30 days) to settle claims with landowners amicably.

**Bridge Class Culvert** is as defined in Section 3.15.2.A.1.i. of the Technical Requirements.

**Consolidation Settlement** is as defined in AASHTO LRFD Bridge Design Specifications Section 10.6.2.4.

**395 Design-Build Contract** means the contract, dated as of [TBD] between the Concessionaire and Design-Build Contractor for the Project, attached to the Agreement as Exhibit [TBD], as it may be amended or supplemented.

**395 Design-Build Contractor** means [TBD].

**395 RFP Conceptual Plans** means the schematic drawings used as the basis for the Request for Proposals and its supporting technical documents.

**Design Exception** is defined as a document required where it is either impractical or not economical to obtain the AASHTO minimum design criteria as shown in the Geometric Design Tables. In such a case, an exception shall be secured from the State Location and Design Engineer and FHWA (if applicable).

**Design Waiver** is defined as a document required when deviations from Department's design criteria occur. When design criteria meet or exceed AASHTO minimal design but fall short of Department's minimal design, a Design Waiver shall be required. Design Waivers will be applicable to all projects regardless of functional classification and funding and shall be documented and approved in accordance with the Design Waiver Request form LD-448.

**Disaster Recovery Plan** is as defined in Section 3.16.24 of the Technical Requirements.

**Elastic Settlement** is as defined in AASHTO LRFD Bridge Design Specifications Section 10.6.2.4.

**Federal Degradation Standard** is as defined in Section 4.4.5 of the Technical Requirements.

**Free Flow** means conditions where vehicular traffic can maintain generally consistent speeds without experiencing undue delay or breakdown in flow.

**In-service Availability** means a percentage of time equivalent to  $(\text{hours available}) / (\text{hours in service}) \times 100\%$ ; in service time excludes scheduled down time and loss of power outside Concessionaire control.

**International Roughness Index (IRI)** is the standard measure of ride quality used by the Department.

**Load-related Distress Rating (LDR)** is a deduct-based index having a value of 100 when the pavement being evaluated has no discernible load-related distress.

**Major Rehabilitation** is as defined in Section 3.15.5.3 of the Technical Requirements.

**Mainline** is the primary roadway in which the traffic sensors for speed and other traffic data operate excluding auxiliary lanes, collector-distributor roads or ramps.

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**Monthly Progress Earning Schedule** is as defined in Section 1.4.1.C of the Technical Requirements.

**Noon** is 12:00 p.m. Eastern.

**Non Load-related Distress Rating (NDR)** is a deduct-based index similar to the Load Rated Distress Rating (LDR) except that the distresses assigned to the index are non-load rated.

**Notification Center** is as defined in Section 56.265.15. of the Code of Virginia.

**Peak Period** is the period from 5:30 a.m. – 9:00 a.m. or 4:00 p.m. – 7:00 p.m., Monday through Friday, excluding holidays.

**Percent Degradation** is defined in Section 4.4.4.C of the Technical Requirements.

**Potomac Formation [silts/clays]** are silts/clays defined as such in the Geologic Map of Virginia published by the Virginia Division of Mineral Resources.

**Project Recovery Schedule** is the schedule submitted by the Concessionaire to the Department whenever the Monthly Progress Report shows the Final Completion Date has 30 days of negative float; Project Recovery Schedule submittals shall include a list of all activities changed, added or deleted along with all logic changes, and an accompanying narrative explaining the nature of the changes.

**Project Roll Plan** is a scaled signage plan or plans showing proposed, existing, or relocated DMS and static signs on the I-95 Corridor and connecting roadways.

**Quality Assurance Manager** means the person reporting to the Quality Manager responsible for the independent process of determining conformance of work by examining the quality control data.

**Reporting Segment** is defined as two Mainline segments for both the northbound and southbound directions, one segment commencing at the first/last Mainline sensor station prior to the exit at the southern terminus and ending at the lane drop/lane gain at the Prince William Parkway ramp and the second segment commencing at the lane drop/lane gain at the Prince William Parkway ramp and ending at the first/last Mainline sensor station prior to the exit at the northern terminus.

**Residual Life** means the calculated duration that any Asset of the 395 Project, subject to the type of routine maintenance of the Asset which is normally included as an annually recurring cost in highway maintenance and repair budgets, will continue to comply with any applicable Performance Requirement or standard after the end of the Term, before Major Maintenance is required, determined through the application of Residual Life methodology and residual life inspections.

**Secondary Settlement** is as defined in AASHTO LRFD Bridge Design Specifications Section 10.6.2.4.

**Security Plan** is as defined in Section 3.16.23 of the Technical Requirements.

**Standard Documents** means the standards, special provisions and specifications listed in Attachment 1.5a – Standards and Specifications of the Technical Requirements.

**Standard of Care** means using logical, rational, and common sensible calculation and precaution in determining whether there is reason to believe that property to be acquired for rights of way may contain concealed or hidden wastes or other materials or hazards requiring remedial action or treatment.

**Station** is one or more traffic monitoring sensors at a single location used to collect traffic volume, lane occupancy, and speed data on the HOT Lanes.

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**Substandard Station** is a Station whose weighted average speed over the a.m. or p.m. Peak Period falls below the minimum average operating speed defined for each degradation standard.

**Substructure** means the part of a structure that is 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 railings.

**Superstructure** means the portion of a structure that is not defined as substructure.

**Timeliness Requirements** are as defined in Exhibit C-4, Attachment 4.5 of the Technical Requirements.

**Trail Blazer Roll Plan** is a scaled signage plan or plans showing proposed, existing, or relocated static signs on highways, feeder roads, and other roadways notifying motorists of the access to the 395 Express Lanes.

**Transponder Transaction Performance** means the percentage of vehicles with transponders that are correctly identified by the Tolling System.

# 1 Project Management

## 1.1 Overview

- A. The Concessionaire acknowledges that Concessionaire review, concurrence, approvals, inspections, variations, and acceptance shall be subject to Department review, concurrence, approvals, inspections, variations, and acceptance. The Concessionaire also acknowledges that Concessionaire review, concurrence, approvals, inspections, variations, and acceptance may be subject to third-party review, concurrence, approvals, inspections, variations, and acceptance. Third-parties may include, but not be limited to FHWA and other appropriate governmental agencies.
- B. The Concessionaire shall establish and maintain an organization that effectively manages all elements of the 395 Project. The 395 Project management effort will be defined and guided by the 395 Project Development Plans (PDPs), as described in the Section 1.3 of these Technical Requirements.
- C. 395 Project management activities shall include, but not be limited to, scope, schedule, cost, and document management, and will be consistent with the Work Breakdown Structure (WBS) developed by the Concessionaire.

## 1.2 Project Administration

### 1.2.1 General Requirements

- A. The Concessionaire's management approach shall provide all components of an effective and efficient management system, including communication and reporting; documentation of Work; supervision of Work personnel and activities; all tools, facilities, and materials; environmental protection and mitigation; safety of Work personnel; and any other management elements needed to produce and document a quality, safe, efficient, and operable 395 Project.
- B. *All prospective Contractors, subcontractors, lower tiers subcontractors, and prime contractors of joint ventures shall prequalify with the Department and shall have received a certification of qualification.* All prospective Contractors and subcontractors reporting directly to the Concessionaire shall also be prequalified with the Department and shall have received a certification of qualification.
- C. The Concessionaire shall not subcontract any part of the Work to a Contractor who is not prequalified with the Department. This restriction does not apply to consultants, manufacturers, suppliers, or haulers. Consent to subcontract or otherwise delegate any portion of the Work shall not relieve the Concessionaire of any responsibility for the fulfilment of the Agreement. Further, delegation or subcontracting of the Concessionaire's responsibilities

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shall not diminish the Concessionaire's obligation to report directly to the Department, unless the Department expressly agrees to accept reports or communications from third parties.

- D. The Concessionaire shall note and comply, where applicable, with the requirements for the eVA vendor system prior to the execution of the Second Amendment.

**1.2.2 Department Staffing and Points of Contact**

- A. The Department will provide a 395 Project specific management structure with a combination of dedicated and shared resources to manage and oversee the Department's rights or interest in the 395 Project.
- B. Authority of the Department Representative:
  - 1. Inspection by the Department Representative shall not relieve the Concessionaire of any obligation to furnish acceptable materials or provide completed construction that is in accordance with the Agreement.
  - 2. The Department Representative is authorized to conduct independent inspection and oversight of all Work performed and materials furnished, in accordance with the Agreement. As noted in the Agreement, the Department has the right at all times during the Term to carry out Oversight Services with respect to all aspects of the development, construction, and operations of the 395 Project.

**1.2.3 Workers**

- A. Each party shall notify the other party, in writing, if they believe any person employed by the Department, the Concessionaire, the 395 Design-Build Contractor, or any subcontractor:
  - 1. Is not performing his or her work in a proper or skillful manner;
  - 2. Is intemperate or disorderly; or
  - 3. Is acting in an unsafe manner.
- B. The party receiving the notice will immediately investigate the specifics of the notification and provide a response to the party initiating the notification, within 5 days, detailing a plan of action to resolve the written concerns. If the employees' actions create an unsafe environment for the Concessionaire's workers, the Department personnel or travelling public, the notified party will immediately stop the operations to resolve safety issues in accordance with the Agreement.

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**1.2.4 Quality Management System**

- A. The Concessionaire shall submit its Quality Assurance/Quality Control (QA/QC) Plan for both design and construction to the Department prior to any design submittals or construction as set forth in these Technical Requirements. Along with the QA/QC Plan submittal, the Design Manager and Quality Assurance Manager (QAM) shall provide a presentation of the QA/QC Plan for both design and construction utilizing 395 Project related scenarios. 395 Project scenarios shall include, but not be limited to:
1. Preparatory Inspection Meeting requirements, including incorporation of at least one each, Witness and Hold Point, as set forth in Sections 5.3 and 5.14 of the Department's guidance document for Minimum Requirements for Quality Assurance and Quality Control on Design-Build and Public-Private Transportation Act Projects, January 2012 (January 2012 QA/QC Guide);
  2. At least one (1) material which the Department retains responsibility for testing as identified in Table 5-2, January 2012 QA/QC Guide;
  3. Situation arising requiring the issuance of a Non-Conformance Report and subsequent review of the report, including completion of corrective measures and the issuance of a Notice of Correction of non-conformance work with proper log entries and proper interface with auditing and recovery requirements as set forth in Sections 5.10 and 5.11 of the January 2012 QA/QC Guide for non-conforming work resulting from:
    - defective equipment; and
    - construction activities/materials which fail to conform as specified in the Technical Requirements.
  4. Inspection documentation capturing requirements as set forth in Section 5.20 and 5.21 of the January 2012 QA/QC Guide; as well as inspection of foundation and pavement subgrades that are to be performed and certified by the Concessionaire's licensed geotechnical engineer in accordance with the Agreement;
  5. Application for payment for Work Package which includes work element, including review and approval by Quality Assurance Manager;
  6. Measures that will be implemented to ensure compliance with Buy America requirements on the 395 Project; and

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7. Detail two (2) sample entries in Materials Notebook showing completion of Form C-25, including subsequent submission and review by the Department as set forth in Section 5.21 of the January 2012 QA/QC Guide. Refer to Section 803.73 of VDOT's Manual of Instruction for Materials Division, Form TL-142S, for an example of a completed Materials Acceptance and Materials Notebook, refer to Chapter VII of the Department Materials Division Manual of Instructions.
- B. The Concessionaire is responsible for design quality in accordance with VDOT's Minimum Requirements for Quality Assurance and Quality Control on Design-Build and Public-Private Transportation Act Projects (QA/QC Guide). The Concessionaire shall be responsible for establishing and overseeing a QA/QC program for all pertinent disciplines involved in the design of the 395 Project, including review of design, working plans, shop drawings, specifications, and constructability of the 395 Project. The Concessionaire shall be responsible for all of the design, inclusive of QA and QC activities. Members of the Design QA and QC team are responsible for review of all design elements to ensure the development of the plans and specifications are in accordance with the requirements of the Agreement. Design QA should be performed by one or more member(s) of the lead design team that are independent of the Design QC. The 395 Project design control plan will provide Concessionaire assurance that the design plans and submittals will meet all requirements of the Agreement. The QAM shall verify that all design related Work Packages submitted for payment have been certified by the Design Manager as being in conformance with the Agreement and the Design QA/QC Plan. The Concessionaire or its designees shall be responsible for all quality assurance and quality control activities required to manage its own processes as well as those of its contractors, subcontractors, and suppliers of any tier.

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

- C. The Concessionaire shall develop, execute, and maintain a Construction QA/QC Plan for the full duration of the Agreement in accordance with the January 2012 QA/QC Guide. The Concessionaire shall have the overall responsibility for both the QA and QC activities and shall be responsible for all QA activities and QA sampling and testing for all materials used and Work performed on the 395 Project. These QA functions shall be performed by an independent firm that has no involvement in the construction and QC program/activities. There shall be a clear separation between QA and construction, including separation between QA inspection and testing operations and construction QC inspection and testing operations, including testing laboratories. Two (2) independent, AMRL certified testing laboratories will be required, one for QA testing and one for QC testing.



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The Quality Assurance Manager (QAM) shall have the authority to enforce the 395 Design-Build Contract and the Agreement requirements when deficient materials or unsatisfactory finished products fail to conform to the requirements of the 395 Design-Build Contract and the Agreement. The QAM, in accordance with his/her assignment, shall be responsible to observe the construction in progress and to ensure the QA and QC testing and inspection is being performed in accordance with the requirements of the 395 Design-Build Contract and the Agreement. The Concessionaire shall establish and maintain a Quality Assurance Auditing and Nonconformance Recovery Plan (AR Plan) for uniform reporting, controlling, correction and disposition and resolution of nonconformance (including disputed nonconforming items) issues that may arise on the 395 Project. The Concessionaire's AR Plan shall establish a process for review and disposition of nonconforming workmanship, material, equipment or other construction and design elements of the Work including the submittal of the design review process for field changes. All deficiencies (hereinafter referred to as a Non-Conformance), including those pertaining to rules, regulations, and permit requirements, shall be documented by the QAM. A Non-Conformance Report (NCR) referenced by a unique number, shall be forwarded to the Department and the Concessionaire within 24 hours of discovery of the Non-Conformance. Non-conformance procedures are provided in Section 5.10.5 of the January 2012 QA/QC Guide.

The Concessionaire also shall be responsible for providing QA and QC testing for all materials manufactured off-site. The Concessionaire may use the Department's resources for the following construction quality control activities where the Department routinely provides these services:

- offsite programmatic inspection, including supplier plant acceptance inspections;
- offsite programmatic testing, including supplier plant acceptance testing; and
- Items on the Department's pre-approved list.

Inspection by the Department Representative shall not relieve the Concessionaire of any obligation to furnish acceptable materials and to provide acceptable engineered designs and completed construction that is in accordance with the Agreement.

### **1.2.5 Submittals**

- A. The Concessionaire shall or shall cause to be coordinated, delivered, and processed, all submittals to the Department as required by the Agreement.
- B. The Concessionaire shall cause all draft, revised, and final submittals to be accurate, complete, and in a form and at a level of detail to enable the Department to satisfactorily discharge its review and approval obligations.

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- C. Subject to applicable confidentiality requirements as required by Law, the Concessionaire shall issue to the Department or make available through an Electronic Document Management System (EDMS) or other type of approved electronic storage and retrieval system, hard copies and electronic copies of all correspondence, meeting minutes, and other external documents (including emails) constituting any and all material 395 Project communications with:
1. Governmental Authorities;
  2. Business and 395 Project stakeholders;
  3. Landowners;
  4. News media;
  5. Utilities;
  6. Railroads; and
  7. Community stakeholders.
- D. The Concessionaire shall provide all Design Documentation and Construction Documentation as both hard-copy and electronic files as per VDOT CADD Manual. These documents will be deemed “received” by the Department (thereby triggering the applicable timeframe for review) on submission of both the electronic and hard copy files, inclusive of all required information necessary to perform a complete review. Packages received after 3:00pm will be deemed received the following business day. The Department will notify the Concessionaire within seven days if the package is incomplete. These documents will include (but are not limited to) the following items:
1. Design calculations and analysis;
  2. Mix designs;
  3. Reports, studies, and investigations;
  4. 395 Project Schedule;
  5. Design Public Hearing and Public Meeting Documentation;
  6. Design Documentation for field inspection and right-of-way;
  7. Detailed design submittal and Approved for Construction (AFC) documents, construction sketches, shop drawings, and diagrams;
  8. Soil boring logs, laboratory test results, quality control records and audit and all other testing and inspection documentation, etc.;

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9. Material communications relating to Design Documentation and Construction Documentation;
  10. Responses to reviewed comments from the Department;
  11. Change Orders (including all related communications and disputes resolution proceedings);
  12. Governmental Approvals; and
  13. Third party approvals.
- E. Design submittals will be submitted in \*.pdf format and hard copy. AFC Documents will include the CADD files in \*.dgn format, \*.pdf format, and hard copy.
- F. The Department may request the CADD \*.dgn files at interim design submittals to facilitate review.
- G. The Concessionaire will be required to provide two hard copies of all submittal documents for the Department's review.
- H. The Concessionaire shall transfer all electronic document submittals into the 395 Project EDMS or through a secure website maintained by the Concessionaire. All files shall be well organized and easy to locate in accordance with the Agreement. The file transfer shall be conducted as follows:
1. E-mail may be used to notify the Department of the availability of the document files, and if a file transfer protocol or SharePoint website or other type of approved electronic data storage and retrieval system is used, the e-mail must include a link to the document file to facilitate access and download.
- I. Whenever the Concessionaire is obligated to make a submittal pursuant to the Agreement, the Concessionaire shall include with such submittal the signed cover sheets described below.
1. A cover sheet, signed by the Concessionaire's Representative, that includes the following certification:
    - i. The Concessionaire certifies or has caused to be certified that [description of submittal] was prepared by professionals having the requisite qualifications, certifications, credentials, skills, and experiences needed to prepare the submittal in accordance with the requirements of the Agreement.
    - ii. The Concessionaire certifies or has caused to be certified that it has reviewed the submittal for completeness; the submittal

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accurately depicts the Work to be undertaken or performed; and the submittal was prepared in accordance to, and otherwise complies with:

- the Agreement;
- the Technical Requirements;
- the approved QMSP;
- applicable Law; and
- Governmental Approvals.

2. A cover sheet, signed by the Contractor who prepared or is otherwise in responsible charge of the submittal, that includes the following certification:

- i. [The name of Contractor], which is under contract with the Concessionaire or the 395 Design-Build Contractor to perform services related to the Agreement, certifies that it prepared or is otherwise in responsible charge of the [description of submittal].
- ii. The [description of submittal] was prepared by professionals having the requisite qualifications, certifications, credentials, skills, and experiences needed to prepare the submittal in accordance the requirements of the Agreement.
- iii. The [description of submittal] is complete and accurately depicts the Work to be undertaken or performed; and the submittal was prepared in accordance with, and otherwise complies with:

- the Agreement;
- the Technical Requirements;
- the approved QMSP;
- applicable Law; and
- Governmental Approvals.

J. The Concessionaire shall include in the Initial Baseline Schedule and in all other 395 Project Schedules all proposed major design and construction submittals that will require the Department's review and approval.

K. The Concessionaire shall submit to the Department for its review and approval, a schedule for the submission of Design Documentation and Construction Documentation by the Concessionaire to the Department. The purpose of this

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schedule of submissions is to allow for proper allocation of resources to review the submissions. The schedule of submissions shall be approved by the Department prior to the submission of Design Documentation and /or Construction Documentation to the Department by the Concessionaire.

- L. Following the commencement of design Work, the Concessionaire shall provide monthly updates to the schedule of submissions referenced above in its Monthly Progress Report. More frequent updates may be requested by the Department and the Concessionaire shall reasonably comply with such update requests.
- M. The Concessionaire shall develop and maintain a submittal tracking log for the submission of all Design Documentation and Construction Documentation. The submittal tracking log shall be accessible by the Department. The purpose of this submittal log is to allow for accurate and transparent tracking of all submissions.
- N. Unless otherwise mutually agreed by all parties, weekly submittal status meetings will be held to review all anticipated submittals, current submittals and pending re-submittals.
- O. If at any given time the Concessionaire makes multiple submittals, the Concessionaire shall indicate to the Department the priority assigned to each submittal to foster a timely and coordinated review by the Department.
- P. Documents that will be reviewed and approved by the Department include the AFC Construction Documentation covering individual work packages, including interface points used by the Concessionaire during its design review process, the Design Public Hearing Documentation, Design Documentation for field inspection and right-of-way, and all changes to the AFC Plans including Notice of Design Changes (NDCs), Field Design Changes (FDCs), and Non- Conformance Reports (NCRs).
- Q. AFC Documents shall include all drawings, specifications, revisions thereto, and any other items necessary to construct the Work, which shall be sealed by a Professional Engineer licensed in the Commonwealth. Prior to submission of AFC Documents to the Department for review and approval, the Concessionaire shall complete or shall cause to be completed a review of the AFC Documents.
- R. The Department may request interim submittals at any time for any of the above noted items for complex or unusual elements of the Work, or for elements where no applicable standards exist, if the Department can reasonably demonstrate that additional information is necessary to complete review of any such Work. Such interim submittals shall be developed to address the Department specific requests for information and shall be submitted within 14 days from the request by the Department, or other such timeframe as may be mutually agreed upon.

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- S. Required submittals, excluding the interim submittals outlined in the Agreement, to be signed and sealed by professional licensure licensed in the Commonwealth.
- T. The Department's review of the Concessionaire's submittals will relate only to conformance to and compliance with the requirements of the 395 Design-Build Contract. Any deviation from the requirements of the 395 Design-Build Contract must be specifically described and accompanied by explicit supporting justification. The Department's review shall not relieve the Concessionaire of responsibility for errors and/or omissions in the submittals.

**1.2.6 Plans and Working Drawings**

- A. The Concessionaire shall furnish all plans and drawings showing such details as are necessary to give a comprehensive understanding of the Work specified. Except as otherwise shown on the plans, dimensions shown on the plans are measured in the respective horizontal or vertical planes. Dimensions that are affected by gradients or vertical curvatures shall be adjusted as necessary to accommodate actual field conditions and shall be specifically denoted on the working drawings.
- B. The Concessionaire shall furnish working drawings to the Department.
- C. Working drawings shall not incorporate any deviations from the Technical Requirements unless the changes are specifically denoted, together with justification, and are approved in writing by the Department in accordance with the Agreement. The Concessionaire shall identify working drawings and submittals by the complete State project and job designation numbers. Items or component materials shall be identified by the specific item number and specification reference in the Agreement.
- D. A Professional Engineer licensed in the Commonwealth shall certify working drawings for but not limited to falsework supporting a bridge superstructure; concrete structures and pre-stressed concrete members; lighting, signal, and pedestrian poles; electrical and communication systems infrastructure; sign structures; breakaway support systems; anchor bolts; toll gantries; retaining walls and foundations.
- E. The Concessionaire shall provide one electronic version in a format acceptable to the Department of working drawings for which the Department's review is required in accordance with the Agreement and the 395 Design-Build Contract. The Department will return reviewed working drawings to the Concessionaire within 14 days. If a railroad, municipality, or other entity as specified in the Agreement or the 395 Design-Build Contract or on the plans is required to review the working drawings, the Concessionaire shall submit to the Department a plan of operations showing the design and method of proposed operations and shall provide the Department evidence of approval by railroad, municipality, or other entity providing approval before performing

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any work The plans shall be clear and legible, and details shall be drawn to scale.

- F. Prior to manufacture of non-standard items, the Concessionaire shall furnish to the Department a certification of the acceptability of the design of such non-standard item, as determined from a review which shall be made on behalf of the Concessionaire by a Professional Engineer licensed in the Commonwealth. Such certification shall cover all design data, supporting calculations and materials. Non-standard designs previously certified or approved by the Department will not require recertification.
- G. The Department's review of the Concessionaire's working drawings will relate only to conformance to and compliance with the requirements of the Agreement. Any deviation from the requirements of the Agreement must be specifically described and accompanied by explicit supporting justification. The Department's review shall not relieve the Concessionaire of responsibility for errors and/or omissions in the working drawings.
- H. Notice of Design Changes (NDC) and Field Design Changes (FDC) that are required after issuance of the Department's approval of the Approved for Construction (AFC) drawings must be resubmitted to the Department for review prior to implementation of construction associated with the NDC or FDC. All reviews require an accelerated review and approval process. NDC and FDC review/approval shall be given by the Department within ten (10) days of submittal to the Department. Any basis for disapproval must be submitted to the Concessionaire in writing by the Department.
- I. The plans and working drawings shall be appropriately signed and sealed by professional licensure licensed in the Commonwealth, as applicable.

**1.2.7 Not Used.**

**1.2.8 Document Management System**

- A. The Concessionaire shall establish and maintain an Electronic Document Management System (EDMS) to store and record all material documents generated on the 395 Project, including those records required under Law.
- B. In the provision of an EDMS, the Concessionaire will:
  - 1. use data systems, standards, and procedures with consistent naming and searching protocols;
  - 2. ensure document retention for any minimum statutory period(s);
  - 3. provide a secure EDMS, such that only authorized users have access and that it is protected from theft, damage, unauthorized or malicious use;

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4. provide a mechanism for the electronic transfer of metadata along with the associated document in standard business file format; and
  5. provide the Department with written procedures and training of staff who will be required to access all relevant documents generated under the Agreement. All electronic information submitted to the Department shall be searchable and legible, to the extent practical.
- C. In the relevant PDP, the Concessionaire shall:
1. reference the specific EDMS tool to be used by the Concessionaire and the access methods available to the Department and others that may need access to the system;
  2. describe methods by which all documents issued and received by the Concessionaire shall be uniquely coded and retrievable in a user-friendly format;
  3. describe the routing, filing, control, search capabilities, and retrieval methods for all documents;
  4. describe methods to facilitate data sharing, including written procedures for accessing and searching of all documents by all 395 Project team members; and
  5. describe upon completion of the 395 Project, the transfer of EDMS data and files, such that the Department has a complete set of material project documentation in electronic format and written documentation on the contents of the data.

**1.2.9 Project Meetings**

- A. Authorized Representatives and other pertinent representatives of the parties shall meet within 10 days after the Limited Notice to Proceed, issued in accordance with the Agreement to discuss issues affecting the administration of the Work and to implement the necessary procedures, including those relating to submittals and approvals, to facilitate the ability of the parties to perform their obligations under the Agreement.
- B. Within 14 days (or other period of time as mutually agreed by the parties) after the satisfaction of the conditions precedent to begin construction as set forth in the Agreement and prior to the start of construction, the parties and their respective representatives shall conduct a pre-construction meeting to discuss the Concessionaire's planned construction operations. At the pre-construction meeting, the parties shall discuss, among other things, safety, the sequence of the Work, scheduling, constructability issues, coordination with Separate Contractors, Governmental Authorities and Utilities, and maintenance of traffic.



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- C. The Concessionaire shall hold monthly joint progress meetings with the Department. During such meetings, progress during the prior month, Work to be undertaken during the next month, and encountered or anticipated issues shall be reviewed, and the Concessionaire shall collect information from any Contractors responsible for Work completed during the specified duration and Work scheduled during the upcoming reporting duration. These meetings shall be attended by the Concessionaire Representative and other personnel as requested by the Department, including relevant Contractors. Meetings will occur monthly beginning the month after the Limited Notice to Proceed is issued. The Concessionaire shall be responsible for preparing, maintaining and distributing minutes of the meetings to all attendees for review. The meeting minutes shall be provided to the Department within three days after the monthly progress meeting or such other timeframe as mutually agreed. The parties may cancel a monthly progress meeting from time to time if they mutually agree that such meeting is not necessary.
- D. As part of, and in conjunction with, the monthly progress meetings required by the Agreement, the Concessionaire shall provide the Department with any proposed updated of the Baseline Schedule for the Department's review, and, if required by the Technical Requirements, approval, and a progress narrative that describes, at a minimum, the overall progress for the preceding month, a critical path analysis, a discussion of problems encountered and proposed solutions thereof, work calendars, constraints, delays experienced and any pending Time Impact Analysis ("TIA"), float consumption if any, and the reasons for such consumption, documentation of any logic changes, duration changes or other relevant changes. The monthly progress narrative shall also include the following:
1. comparisons of actual and planned progress, including (1) illustrating schedule variance graphically by plotting the budgeted cost of work performed (BCWP) and the budgeted cost of work scheduled (BCWS); and (2) reporting the schedule performance index (SPI), defined as the ratio of BCWP divided by BCWS;
  2. a statement by the Concessionaire that the Baseline Schedule is the schedule being executed to perform the Work;
  3. details of any aspects of the Work which may jeopardize the completion in accordance with the Agreement and the 395 Design-Build Contract; and
  4. measures being (or to be) adopted to overcome such aspects and a list of approvals needed to adopt such measures.
- E. The Concessionaire and the Department shall agree to other meetings as appropriate and mutually agreed.

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**1.2.10 Source of Supply and Quality Requirements**

- A. The QMSP shall describe procedures for ensuring that materials used throughout the Work conform to the requirements of the Agreement and the 395 Design-Build Contract. Unless otherwise specified in the Technical Requirements or subject to mutual agreement, materials, equipment, and components that are to be incorporated into the finished Work shall be new. The Concessionaire shall file a statement of the known origin, composition, and manufacture of all materials to be used in the Work, including optional or alternate items as part of AFC Documents. The Concessionaire's statement shall be electronically submitted to the Department by use of the Department's Form C-25 after satisfying Concessionaire's Quality Management System Plan.
  
- B. All materials or equipment (excluding the equipment maintained and operated by the Concessionaire) physically installed, which will become part of the completed 395 Project, whether it is permanent or temporary, must conform to the requirements of the Agreement and the 395 Design-Build Contract, and shall be furnished with valid test data required to document the quality of the material or equipment at least two weeks prior to delivery. The Concessionaire shall change the source of supply and furnish material or equipment from other approved sources if the requirements are not met and shall notify the Department of this change, and provide the same identifying information noted in this section, at least two weeks prior to delivery. Materials shall not contain Hazardous Waste or be furnished from a source containing toxic, hazardous or regulated solid wastes.

**1.2.11 Invoicing**

- A. The invoices will be a mutually agreed upon format, and include a reasonable level of back up documentation. Such invoices shall include the following:
  - 1. the 395 Project number;
  - 2. a letter from the Authorized Representative verifying the total amount of costs set forth in the invoice, the timeframe such costs were incurred;
  - 3. back-up documentation for vouchers for more than \$500.00 (the voucher back-up documentation will include the paperwork retained by the Department for audit purposes);
  - 4. any documentation needed to comply with Federal Requirements, including FASTLANE expenditure requirements; and
  - 5. back-up documentation including the production of the Department's timesheets, as housed in the Department's financial system.

## 1.3 Project Development Plans

### 1.3.1 General

- A. The Concessionaire shall provide Project Development Plans (“PDPs”) as defined in this section and detailed in Attachment 1.3 to these Technical Requirements. Such PDPs shall address the activities of the Concessionaire and shall not obligate the Department to perform any activity unless agreed to in writing by the Department.
- B. The PDPs shall meet the requirements of the Agreement and the 395 Design-Build Contract. Further information regarding the development of the PDPs is noted in Attachment 1.3 of these Technical Requirements.

### 1.3.2 Project Development Plans

- A. The Concessionaire shall produce and maintain up-to-date documentation showing its internal quality reviews and results of compliances, non-compliances, and corrective actions taken.
- B. The Department may audit and monitor the activities described in the PDPs to assess the Concessionaire’s compliance.
- C. All statements and procedures contained in the PDPs shall be of an auditable nature.
- D. The PDPs and updates shall be made available to the Department in electronic format and hard copies, as requested.

### 1.3.3 Project Development Plan Updates

- A. The Concessionaire shall update and improve the effectiveness of its PDPs and have mechanisms in place to monitor progress and identify opportunities for improvement.
- B. A PDP or procedure shall be updated pursuant to Attachment 1.3, if such PDP or procedure:
  - 1. does not adequately address the matters it is intended to address;
  - 2. does not conform or is otherwise necessary to comply with the Agreement;
  - 3. has to be changed because of an audit;
  - 4. no longer represents current or appropriate practice; or
  - 5. is required by the Agreement to be updated.

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**1.3.4 Submission Timetable**

- A. The PDPs will be developed in accordance with Attachment 1.3 of these Technical Requirements.
- B. The Department's rights of rejection of a PDP are limited to material issues that would provide a lower standard than the Concessionaire's initial 395 Project Development Plans presented in Attachment 1.3 of these Technical Requirements.

**1.4 Schedules**

Any Limited Notices to Proceed, issued for Early Work, shall be in accordance with the Second Amendment to the Comprehensive Agreement.

**1.4.1 395 Project Schedules**

- A. Purpose, Format, and Content of the 395 Project Schedule:
  - 1. Terms not defined herein, in the Agreement or in the 395 Design-Build Contract shall have the same meanings ascribed to them in the AACE International Recommended Practice No. 10S-90 ("Cost Engineering Terminology").
  - 2. The purpose of the 395 Project Schedule is to ensure that adequate planning, scheduling, and resource allocations occur to provide a reasonable and executable work plan, cash flow projections, and continuous monitoring and reporting for Work performed or remaining. The Baseline Schedule and the monthly updates to the Project Schedule shall be used for coordinating the Work, monitoring the progress of Work performed, identifying Work to be performed, evaluating changes, and utilized as a tool for measuring progress.
  - 3. The 395 Project Schedule shall consist of the Initial Baseline Schedule, the Baseline Schedule, updates to the 395 Project Schedule, or the As-Built Schedule as applicable.
  - 4. Initial Baseline Schedule
    - i. The Initial Baseline Schedule is the Concessionaire's conceptual plan for the design and construction of the Construction Project and is attached to the 395 Design-Build Contract. This schedule shall be used to monitor performance of the Work until the Baseline Schedule is approved by the Department.
    - ii. The schedule submitted with the Concessionaire's Proposal shall be the Initial Baseline Schedule

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- iii. The Initial Baseline Schedule, which shall outline the Concessionaire’s proposed plan to accomplish the Work, shall be in the same general format as the Baseline Schedule, as described in the Technical Requirements. The Initial Baseline Schedule shall include at least the following:
    - Schedule activities representing all Work to the WBS Level 3 or greater as set forth in AACE International Recommended Practice No. 37R-06 “Schedule Levels of Detail – As Applied in Engineering, Procurement and Construction” (AACE-37R-06);
    - Individual cost loaded Schedule activities, designated as payment activity at WBS Level 2 or greater as set forth in AACE-37R-06; and
    - The Initial Baseline Schedule does not need to be resource loaded.
  5. 395 Project Schedules will be reviewed in accordance with the Department Post-Award Scheduling Guide and the AACE Recommended Practice No. 53-06 as appropriate. Acceptance by the Department of the 395 Project Schedule will not relieve the Concessionaire from its responsibility to complete all Work within the 395 Project Schedule. In addition, the Department’s acceptance of any 395 Project Schedule creates neither a warranty, expressed or implied, nor an acknowledgment of the reasonableness of the activities, logic, durations, or cost loading of the Concessionaire’s 395 Project Schedule. Furthermore, acceptance of the 395 Project Schedule will not relieve the Concessionaire from complying with all the requirements of the Agreement and the 395 Design-Build Contract, including, without limitation, requirements, sequences, constraints, and/or obligations.
- B. General Requirements: In the 395 Project Schedule, the Concessionaire shall:
1. ensure that the actual number of activities in the schedule is sufficient to assure adequate planning of the Work and to permit monitoring and evaluation of progress and perform the analysis of alleged time impacts;
  2. ensure that design activities identify AFC Documents;
  3. apply the Critical Path Method (CPM) of network calculation to generate the 395 Project Schedule (the critical path shall be based on the longest network path through the 395 Project) and prepare the 395 Project Schedule using the Precedence Diagram Method (PDM)

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to establish relationships and interdependencies between the individual activities required to complete the 395 Project;

4. ensure that activity identification numbers, textual descriptions, and codes are consistently applied in the 395 Project Schedule and are unique for each specific activity;
5. divide all Work prior to Final Completion Date into activities with appropriate logic ties to show the Concessionaire's overall approach to sequencing, include logical relationships between activities reflecting the Concessionaire's actual intended sequence of Work; and logically tie all activities to avoid open ends;
6. show the 395 Project milestones including commencement of design Work, the anticipated issuance of Limited Notice to Proceed and the Final Completion Date;
7. show phasing of the Work as detailed in the plans, subcontractor work, procurement, fabrication, delivery, installation, testing of materials and equipment, commissioning of systems, and any long-lead time orders for major or significant materials and equipment;
8. allocate an estimated cost and planned value to the appropriate lowest level elements (activities) of the Work Breakdown Structure (WBS);
9. reflect the required coordination with other contractors, utility owners, Governmental Agencies, transit entities and railroads, engineers, architects, contractors, and suppliers;
10. identify regulatory approvals required and the dates by which such approvals are necessary;
11. be fully compliant with the Agreement;
12. conform to the Work Restrictions (Section 1.8) and Maintenance of Traffic (Section 1.9) requirements;
13. reflect the ROW Acquisition and Relocation Plan;
14. reflect the Utilities Plan; and
15. allow for completing all work necessary to commence systems (TMS and ETTM) operations prior to set testing periods (stand alone, central, and in-service burn).
16. reflect that all construction activities including installation of traffic signals on the Pentagon Reservation shall be performed and completed by March 31, 2019, with the exception of installation of TTMS roadside equipment and TTMS related testing.

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- C. Monthly Progress Earning Schedule based on cost data generated from the 395 Project Schedule. The progress earnings schedule shall depict planned progress based on anticipated earnings and shall depict monthly comparisons of actual versus planned progress, including: (1) illustrating the schedule variance graphically by plotting the budgeted cost of work performed (BCWP) and the budgeted cost of work scheduled (BCWS); and (2) reporting the schedule performance index (SPI), defined as the ratio of BCWP divided by BCWS for the 395 Project to date and the monthly projections through Final Completion.
- D. The scheduling software employed by the Concessionaire shall be compatible with the Department's scheduling software. The Concessionaire's scheduling software must have the capability to import and export data in the Primavera proprietary exchange format (\*.xer). As of the date of the Second Amendment Date, the Department's scheduling software is the latest version of Primavera's Project Management software (P6).
- E. Float available in the 395 Project Schedule, at any time, shall not be considered for the exclusive use of either the Department or the Concessionaire. During the course of the Work, any Float generated is not for the sole use of the party generating the Float; rather it is a shared commodity to be reasonably used by either party. A schedule showing work completing in advance of the Final Completion Date, and accepted by the Department, will be considered to have 395 Project Float. 395 Project Float will be a resource available to both the Department and Concessionaire. No time extensions will be granted unless a Delay Event occurs which impacts the 395 Project's critical path, consumes all available float or contingency time, and extends the work beyond the Final Completion Date as defined by the Agreement.
- F. If the parties cannot agree to a 395 Schedule, either party may refer the disagreement to the dispute resolution procedures set forth in the Agreement and the 395 Design-Build Contract.
- G. The Concessionaire shall maintain at all times, at its office, a minimum of one complete set of all schedule reports shown above. All schedule reports shall be available to the Department for inspection and audit. Additional reports may be required as future needs dictate, and the reports listed above may be deleted (by mutual consent of the parties).
- H. The Concessionaire shall exercise resequencing logic to minimize any Delay Event before requesting any extension of time.

### **1.4.2 The Baseline Schedule**

- A. Within 30 days of the Notice to Proceed Date, the Concessionaire shall submit to the Department for its review and approval a proposed Baseline Schedule, which shall include the Concessionaire's detailed plan for design and construction of the 395 Project. The Concessionaire shall develop its proposed

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Baseline Schedule from the Initial Baseline Schedule. The Concessionaire shall submit to the Department two hard copies (printed on 11" by 17" paper) of its proposed Baseline Schedule, along with an electronic version of the proposed Baseline Schedule created in the Primavera proprietary exchange format (\*.xer).

- B. Within 21 days of the Department's receipt of the proposed Baseline Schedule, the Department shall notify the Concessionaire in writing of its approval or disapproval of the proposed Baseline Schedule, and of any comments it has or amendments it wishes the Concessionaire to make. The Concessionaire shall give due consideration to the Department's suggested amendments or comments and, to the extent it deems appropriate, revise the proposed Baseline Schedule and re-submit the same to the Department for its review in accordance with this clause B for the Department's approval. Within fourteen days of the Department's receipt of the re-submitted proposed Baseline Schedule, the Department shall notify the Concessionaire in writing of its approval or disapproval. Upon approval by the Department, the proposed Baseline Schedule will become the Baseline Schedule. If the parties cannot agree to a mutually acceptable Baseline Schedule, either party may refer the disagreement to the dispute resolution procedures set forth in the Agreement. Until such time as the dispute is resolved, the Initial Baseline Schedule will be used for the design and construction of the 395 Project. The Baseline Schedule shall include a well-organized WBS, the development of which is based on a deliverable-oriented methodology that captures all the 395 Project activities. The WBS shall allow schedule summarization at a minimum of four hierarchical WBS Levels, such as: 395 Project areas (Level 1), WBS elements (Level 2), work packages and deliverables (Level 3) and the detail control level (Level 4) to which the individual schedule activities are assigned their WBS code.
- C. Activities in the Baseline Schedule shall be assigned 395 Project-specific activity codes.
- D. The Baseline Schedule shall include all major activities of the Work in sufficient detail to enable the Department to monitor and evaluate design and construction progress from the Limited Notice to Proceed Date until Final Completion.
- E. The Baseline Schedule shall include separate activities for major submittals proposed by the Concessionaire, together with appropriate activities for the Department's review or approval, provided that such review and/or approval times by the Department shall be no less than the time provided for such reviews in the Agreement and the 395 Design-Build Contract.
- F. The Baseline Schedule shall be resource-loaded with estimated quantities, broken down into work packages and deliverables generally completed in not less than one but no more than 30 days, or as mutually agreed (unless such deliverable is a procurement or other non-construction activity), and with



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dollar value (price) of each appropriate lowest level element of the WBS identified. The total cost loaded into the Baseline Schedule shall be equal to the total cost of the 395 Design-Build Contract.

- G. The Work shall be broken down in sufficient details to identify the phase, stage, feature, type of Work, deliverable, and specific location in which the Work occurs, including as applicable:
1. 395 Project milestones;
  2. Administrative activities such as key submittals, notifications, and review by the Department;
  3. Design activities showing all Work required to complete each stage of design and deliverable;
  4. Public involvement activities;
  5. Environmental and permitting activities;
  6. ROW acquisition activities showing all parcels;
  7. Utility relocations and adjustments, including all specific types and locations;
  8. Procurement, fabrication, and delivery activities of materials;
  9. Construction start-up activities such as mobilization, staging areas, surveying, clearing and grubbing, and construction access;
  10. Maintenance of Traffic (MOT) activities;
  11. Construction activities broken down by phase stage, feature, type of work, and specific location, as applicable;
  12. ETTM System and Traffic Management System (TMS) infrastructure construction, procurement of equipment, device installation, systems commissioning, integrations, testing and any required in-service equipment burn period prior to Final Completion;
  13. Other necessary miscellaneous activities that consume time, for example, installation and removal of temporary systems or structures such as shoring, load tests, curing, demolition, testing and acceptance periods including all activities necessary for the complete testing and inspection of all Work as necessary to achieve proper activation and use of the Work, punch list, clean-up, and demobilization.
- H. Activity calendars shall be assigned using project-level calendars. Use of global calendars is not allowed and shall be cause for rejecting the 395 Project

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Schedule. Activity codes shall be defined and assigned to the individual activities to allow for filtering, grouping, and sorting of activities by project phase, responsibility, area, phase, stage, feature, work type, Change Orders, Disadvantage Business Enterprise, and other major work category, as applicable. Activity codes shall be assigned using project-level activity codes. Use of global activity codes is not allowed and shall be cause for rejecting the 395 Project Schedule.

- I. Constraints shall be used sparingly and on a case-by-case basis, as necessary. Constraints such as “Mandatory Start” or “Mandatory Finish” that violate network logic are not allowed and shall be cause for rejecting the 395 Project Schedule. If the 395 Design-Build Contract includes a specified “start-no-earlier than” milestone, then the 395 Design-Build Contract milestone activity shall be constrained with a “Start On or After” constraint, with a date equal to the date specified in the 395 Design-Build Contract. If the 395 Design-Build Contract includes a specified Intermediate Milestone or Final Completion milestone, then the 395 Design-Build Contract intermediate completion milestone activity or Final Completion milestone activity shall be constrained with a “Finish On or Before” constraint, with a date equal to the date specified in the 395 Design-Build Contract.
- J. The 395 Project Schedule software settings shall be defined according to the following Primavera (P6) settings:
  1. Schedule dates shall be shown in the “Month-Day-Year” date format, with two-digit numbers for the month, day, and year (e.g., 05-01-13).
  2. Duration type for all activities shall be specified as “Fixed Duration & Units.”
  3. The “Drive activity dates by default” checkbox in the 395 Project Details Resources tab shall be marked.
  4. The “Link Budget and At Completion Cost for not started activities” checkbox in the Project Details Calculation tab shall be marked.
  5. The “Reset Remaining Cost and Units to Original” in the Project Details Calculation tab shall be specified.
  6. The “Subtract Actual from At Completion” under “When updating actual units or costs” in the Project Details Calculation tab shall be specified.
  7. The “Recalculate Actual Units and Cost when duration % complete changes” checkbox in the Project Details Calculation tab shall be marked.
  8. The “Update units when costs changes on resource assignments” checkbox in the Project Details Calculation tab shall be marked.

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9. The “Link Actual and Actual This Period Units and Cost” checkbox in the Project Details Calculation tab shall be marked.
  10. Specify “Retained Logic” in the Scheduling Options dialog box for scheduling progressed activities.
  11. Specify “Longest Path” in the Scheduling Options dialog box for defining critical activities.
  12. Specify “Finish Float = Late Finish – Early Finish” in the Scheduling Options dialog box as the schedule calculation option to compute total float.
- K. The 395 Project Schedule shall be calculated using the precedence diagram network logic method and the CPM. The use of resource-leveling to determine sequence, order, or timing of the activities is not allowed and shall be cause for rejecting the 395 Project Schedule

**1.4.3 Monthly Progress Reports and Project Schedule Updates**

- A. The 395 Project Schedule will be current, reflecting actual progress at the time of submittal to the Department and will be kept current and submitted as a component of the Monthly Progress Report (further described below).
- B. The Concessionaire’s Monthly Progress Report shall include the following:
1. Document control certification sheet (verification that all field documentation is being maintained);
  2. Specific construction activities and deliverables occurring during the previous month (reporting period);
  3. Specific construction activities and deliverables planned for the next two reporting periods;
  4. Progress narrative that describes, at a minimum, the overall progress for the preceding month, a critical path analysis, a discussion of problems encountered and proposed solutions thereof, any pending delay analysis or TIAs, and float. With each submission of the 395 Project Schedule, the Concessionaire also shall include:
    - i. Two sets of compact disks containing an electronic working copy of the 395 Project Schedule (in XER file format). Each submission shall have a unique file name to indicate the type and order of submission. Each compact disk shall be labeled to indicate the type of submission, file name, and schedule data date;

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- ii. A narrative progress report of the 395 Project Schedule that describes, at a minimum, the Concessionaire's plan of operation for meeting the interim milestones and the Final Completion Date, an evaluation of the critical path, a discussion of 395 Project-specific issues encountered since the last submission as such issues relate to the schedule, proposed solutions thereof, work calendars, constraints, delays experienced, and the status of any submitted or pending Time Impact Analyses, float consumption, documentation of any logic changes, duration changes, resource changes or other relevant changes;
  - iii. Time-scaled logic diagram indicating the critical path, early start and early finish dates, total float, sorted and grouped by the WBS;
  - iv. Tabular schedule reports sorted by total Float, work areas, and a detailed predecessor and successor report sorted by activity number. The tabular schedule reports also must include the schedule of values and major work item quantities generated from the 395 Project Schedule. For each WBS, the cost reports shall depict the activity number, description, original duration, percentage completion, original budgeted cost, cost this period, cost to date, and cost to complete;
5. A comparison of actual and planned progress including (1) illustrating schedule variance graphically by plotting and budgeted cost of work performed (BCWP) and the budgeted cost of work scheduled (BCWS), and (2) reporting the scheduled performance index (SPI), defined as the ratio of BCWP divided by BCWS;
  6. Identification of activities requiring Department and FHWA input or assistance, to the extent reasonably known;
  7. Action items/outstanding issues;
  8. A work breakdown structure Level 3, 4 or greater design and construction schedule;
  9. 395 Project cost summary;
  10. Quality management reporting, as defined within the Concessionaire's QMSP, including quality inspection reports and daily inspection reports;
  11. A statement by the Concessionaire that the Baseline Schedule is the schedule being executed to perform the Work;
  12. Nonconformance reports and resolution reports;

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13. Right of way acquisition activities;
  14. Environmental permitting and compliance activities;
  15. Utility relocation activities;
  16. Disadvantage Business Enterprise (DBE) and Small, Women-owned, and Minority-owned Business (SWaM) quarterly usage;
  17. Safety activities;
  18. Digital photographs of the progress of the 395 Project; and
  19. A summary of any outstanding potential issues, any Delay Events or Compensation Events and the measures adopted (or to be adopted) to overcome such issues.
- C. The Monthly Progress Report shall describe the work performed since the previous update as well as the Concessionaire's plan for accomplishing the remaining Work. It shall describe the current status of the 395 Project and any deviations from scheduled performance as well as the causes and effects of the deviations. It shall also describe any progress deficiencies or schedule slippages as well as any actions taken or proposed to avoid or mitigate the progress deficiencies or schedule slippages.
- D. Monthly Progress Reports shall have a reporting period ending on the last day of each calendar month and shall be submitted on or before the 15th of the month following the reporting period.
- E. The Department will notify the Concessionaire of any comments within five days of receipt of an acceptable submission a Monthly Progress Report. If the Department requests that the Monthly Progress Report needs a specific revision, the Concessionaire shall make the requested changes within five (5) days after receiving the Department's request or such other time frame as mutually agreed between the parties. If the Concessionaire objects to the Department's request for revisions, the Concessionaire may refer the matter to dispute resolution pursuant to the Agreement.
- F. 395 Project Schedule Updates:
1. The Concessionaire shall update the 395 Project Schedule no less than monthly to reflect actual progress to date and to forecast progress going forward (the "395 Project Schedule Updates"). The 395 Project Schedule Update shall be submitted as an attachment to the Monthly Progress Report or as required by the Agreement. The last day of the reporting period shall be the status date or data date used to calculate the schedule. 395 Project Schedule Updates shall comply in all respects with the schedule requirements set forth in this section.

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2. The Approved Initial Baseline Schedule will be the basis for 395 Project Schedule Updates until such time as the Baseline Schedule is approved by the Department. Thereafter the Baseline Schedule shall be the basis for 395 Project Schedule Updates.
3. 395 Project Schedule Updates shall depict activities that have started, are on-going, or completed as of the new data date; show actual start dates for activities that have started; and actual finish dates for completed activities.
4. 395 Project Schedule Updates shall depict percent complete for on-going activities. Activity percent complete for work-in-place shall be based on the amount of work completed relative to the total amount of work planned for the activity.
5. 395 Project Schedule Updates shall depict remaining duration for on-going activities. Remaining duration for unfinished activities shall be based on the amount of time required to complete the remaining work as of the new data date.
6. Activity relationships for the remaining activities shall be modified as necessary to correct out-of-sequence progress for on-going activities or to reflect the Concessionaire's current plan for completing the remaining Work.
7. All changes to the 395 Project Schedule shall be documented in detail in the Monthly Progress Report. Such changes include but are not limited to: additional, revised or deleted activities, durations, calendar assignments, or logic ties.
8. The 395 Project Schedule Update submitted with the last Monthly Progress Report will be identified by the Concessionaire as the As-Built Schedule.

**1.4.4** During the Construction Period, the Concessionaire shall provide a weekly report, which shall include the following:

1. specific construction schedule activities, including location for the week concluding and the upcoming week;
2. rolling 3-week forward-looking inspection notice, which shall include the fabrication schedule and planned construction activities; and
3. MOT weekly update, regarding any scheduled lane closures and identification of work areas for the ensuing two weeks.

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**1.4.5 Revisions To Baseline Schedule**

- A. If the Department believes in its reasonable discretion that the Baseline Schedule needs a specific revision either in logic, activity duration, WBS, manpower, or cost, the Department will request the Concessionaire in writing to make such revisions. The Concessionaire shall give due consideration to the Department's suggested revision and, upon consultation with the Department, if determined appropriate, make such revisions within ten days after receiving the Department's request or such other timeframe as mutually agreed between the parties. Once approved, this update shall then become the Baseline Schedule. At no time shall the Concessionaire continue to reflect an item of non-concurrence from the Department in the updates to the Baseline Schedule; provided that if an item of non-concurrence has been referred to dispute resolution, then the Concessionaire shall continue to perform its Work in accordance with the then current Baseline Schedule in effect, until such time as the dispute is resolved and an updated Baseline Schedule is agreed to. If the Concessionaire objects to the Department's request for revisions, the Concessionaire may refer the matter to dispute resolution pursuant to the Agreement.
- B. In the event of a Delay Event for which the Department grants relief from the Final Completion Date to the Concessionaire in accordance with the terms of the Agreement, the Baseline Schedule will be revised to reflect the relief granted and submitted to the Department for approval in accordance with the Agreement.

**1.4.6 Project Recovery Schedule**

- A. Pursuant to the Agreement, whenever the Monthly Progress Report shows either of the Service Commencement Date or the Final Completion Date has 30 days of negative float, the Concessionaire shall submit a 395 Project Recovery Schedule to the Department for approval. 395 Project Recovery Schedule submittals shall include a list of all activities changed, added or deleted along with all logic changes, and an accompanying narrative explaining the nature of the changes.
- B. Once a 395 Project Recovery Schedule is reviewed and approved by the Department, it shall become the Baseline Schedule and be used as the basis for subsequent Monthly Progress Reports. The Concessionaire shall archive all approved 395 Project Schedules.

**1.4.7 Time Impact Analysis (TIA)**

- A. Time Impact Analysis (TIA) for Proposed Extensions of Time (Prospective) (Also referred to as Schedule Impact Analysis or SIA).

In conjunction with the submission of a proposed change, the Concessionaire shall submit any proposed schedule impact as a result of impacts it claims to

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the Critical Path, if any, that the proposed change will create, in the TIA format, as prescribed in AACE Recommended Practice 52R-06 and submitted as outlined herein.

The following shall apply if a TIA is required by the Agreement:

1. The TIA shall be based on the date on which the alleged Delay Event is claimed to have occurred, or, in the event of a proposed change, the date on which the implementation of such change is proposed to be commenced.
2. The TIA shall show the current status of the Work using the current Baseline Schedule. The time computation of all affected activities shall be shown in the TIA along with a demonstration of steps used to mitigate impacts.
3. Each TIA shall include a Fragmentary Network (“fragnet”) demonstrating how the Concessionaire proposes to incorporate the impact into the Baseline Schedule. A fragnet is defined as the sequence of new activities and/or activity revisions, logic relationships, and resource changes that are proposed to be added to the existing schedule to demonstrate the influence of impacts to the schedule. The Concessionaire understands it has a duty to mitigate any and all alleged delay events, whether prospective or retrospective, and such analysis will take advantage of the factual events leading to the alleged delay impacts; take into consideration all possible mitigation methods, techniques, and available resources, including but not limited to logic changes, resource allocations, activity durations, and consideration of calendar changes. The fragnet shall identify the predecessors to the new activities and demonstrate the impacts to successor activities. The Concessionaire shall insert the fragnet into the Baseline Schedule, run the schedule calculations, and submit the impacted schedule in accordance with this section. The Concessionaire shall include a narrative report describing the effects of new activities and relationships to milestones and the Final Completion Date with each TIA.
4. Except as provided in the Agreement, the Concessionaire shall not be entitled to any extension of the Term automatically as the result of an activity delay. The Concessionaire recognizes that certain events will not affect the existing critical activities or cause non-critical activities to become critical, thereby not causing any effect on the Final Completion Date.
5. Two copies of each TIA report together with an electronic file (in XER file format) of the 395 Project Schedule impact analysis shall be submitted to the Department in accordance with the Agreement.
6. Upon approval, a copy of the TIA signed by the Department will be returned to the Concessionaire and incorporated into the next update to the



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Baseline Schedule. The TIA will be reviewed by the Department in accordance with AACE International Recommended Practice No. 52R-06 “Time Impact Analysis As Applied in Construction”.

7. A TIA will be approved or disapproved by the Department in its reasonable discretion within 21 days following receipt thereof, unless subsequent meetings or negotiations are necessary. The approved TIA related to a Change shall be incorporated into, and attached to the applicable Change Order. A disapproved TIA will be returned to the Concessionaire with appropriate comments for revisions or the Department’s basis for denying the alleged Delay Event. If no agreement is reached, either party may refer the matter to dispute resolution pursuant to the Agreement.

### B. Delay Event Claim Analysis (Non-Prospective)

In the event of a claimed delay event that the Concessionaire alleges has impacted the Critical Path of the 395 Project, the claim analysis using a retrospective observational analysis format as prescribed by the AACE 29R-03 Recommended Practice for Forensic Schedule Analysis. Such analysis will take advantage of the factual events leading to the alleged delay impacts; take into consideration all possible mitigation methods, techniques, and available resources; and minimize any prospective analysis or conclusions.

## **1.5 Standards and Specifications**

### **1.5.1 General Requirements**

- A. The Work shall conform to the Standards and Specifications set forth in the Agreement and Attachment 1.5a, considering life cycle, operations and maintenance requirements. Where the Concessionaire’s design requires design methods or construction procedures not covered by the attached list of Standards and Specifications, the Concessionaire shall obtain the Department’s approval before using such methods or procedures, not to be unreasonably withheld or delayed. The Concessionaire’s obligations to conform the Work to the requirements set forth in manuals described in the Agreement and Attachment 1.5a will be satisfied if the Work meets the engineering objectives set forth in such manuals. Requirements appearing in such manuals that dictate how or what should be shown on a given plan unless deemed necessary by the Concessionaire are not applicable to the 395 Project and will be mutually agreed upon for purposes of complying with the Agreement.
- B. Subject to the provisions of the Agreement, Work carried out during the Operating Period shall comply with the Department’s then current Standards and Specifications including any revisions or supplements. The Concessionaire should use non-Department standards if specific Department

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standards do not exist. The Concessionaire is responsible for demonstrating that any non-Department standard used conforms to AASHTO Standards.

- C. The Concessionaire shall derive the functional classifications, design speeds, special load requirements, design criteria, and other applicable design issues using the Technical Requirements and the standards and specifications set forth in Attachment 1.5a. The Concessionaire shall convert metric units to English units, as applicable.
- D. When a provision of “Division I – General Provisions” of the *2016 Road and Bridge Specification* is applicable, “Part 5, Division I Amendments to the Standard Specifications” shall apply.

**1.5.2 Interpretation of Standards and Specifications**

- A. Department Standards for Performance are interpreted using the following guidelines: The Virginia Department of Transportation Road and Bridge Standards (2016), the Virginia Department of Transportation Road and Bridge Specifications (2016) including Supplemental Specifications, Special Provisions, Special Provision Copied Notes, and supplementary documents listed in Attachment 1.5a are part of the Technical Requirements. A requirement occurring in one shall be as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete 395 Project. In case of a discrepancy, the following order of priority will apply, with the highest governing item appearing first and the least governing item appearing last:
  - 1. These Technical Requirements
  - 2. Special provision copied notes
  - 3. Special provisions
  - 4. Supplemental specifications
  - 5. Standards and Specifications listed in Attachment 1.5a
  - 6. Reference documents listed in Attachment 1.5a
  - 7. Standard Drawings (calculated dimensions, unless obviously incorrect, will govern over scaled dimensions)
- B. Each party shall promptly notify the other party if it discovers an obvious and plain error or omission in the text of the Technical Requirements attributable to a word processing, administrative or similar oversight. The parties will then coordinate to make such corrections as are necessary to restore the intent of the language.

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- C. The standards, special provisions and reference guides applicable for the Construction Period shall be the version of those documents as listed in Attachment 1.5a or those in effect as of the issuance date of the RFP, including all supplements, errata, revisions and interims. Following the Construction Period, all subsequent design and construction must meet the standards current at the time the Work is performed. It is the responsibility of the Concessionaire to ensure that all relevant standards and specifications have been applied.

**1.6 Right of Way**

- A. Right-of-way costs will be handled in accordance with the Agreement.
- B. The Concessionaire shall provide right-of-way (ROW) acquisition services for the 395 Project, as required by the Agreement. ROW acquisition services shall include the preparation of ROW plans/plats in accordance with VDOT Location and Design policies and procedures, title examinations, appraisal, appraisal review, negotiations, relocation assistance and advisory services, closings, and legal services. The Concessionaire will coordinate and determine required right-of-way for Utility Relocations and coordinate preparation of all required easement agreements, right-of-way plans and documentation for acquisition and vacation of existing property rights. All appraisers and acquisition firms shall be selected from the Department's pre-approved lists. The Department will retain authority for approving just compensation, relocation benefits, and settlements. The Department must issue a Notice to Commence Right of Way Acquisition to the Concessionaire, who will then notify the 395 Design-Build Contractor accordingly, before any offers are made to acquire property. The Department must also issue a Notice to commence construction to the Concessionaire once the property has been acquired prior to commencing construction on the property. The required right-of-way plans and documentation will be reviewed and approved by the Department and, if necessary, FHWA.
- C. The Concessionaire shall carry out its responsibilities in accordance with the following requirements:
  - 1. The Concessionaire shall acquire property in accordance with all applicable federal and state laws and regulations, including but not limited to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (the "Uniform Act), and titles 25.1 and 33.2 of the 1950 Code of Virginia, as amended. The acquisition of property shall follow the guidelines as established by the Department and other state and federal guidelines that are required and VDOT's Right of Way Manual of Instructions.
  - 2. The Concessionaire shall submit a project-specific ROW Acquisition and Relocation Plan for the Department's review and approval. In the event the Department fails to respond in 21 days, such failure by the

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Department shall not be deemed approval of the ROW Acquisition Plan.

3. The Concessionaire shall submit, as part of the ROW Acquisition and Relocation Plan, procedures for handling ROW acquisitions and relocations to the Department for review and approval before beginning ROW activities. These procedures must show the Concessionaire's methods, including the appropriate steps and workflow required for title examinations, appraisals, and review of appraisals, negotiations, acquisition, and relocation. The Department shall have a period of twenty-one (21) days to review and either approve or refuse said documents, submittals including its review and approval of just compensation, relocation benefits, and administrative settlements.
4. The Concessionaire shall have access to, and use the Department's ROW and Utilities Management System (RUMS) to manage and track the acquisition process, including easements. All entries made into RUMS shall be made in a timely manner to accurately reflect current project status. The Department's standard forms and documents, as found in RUMS, will be used to the extent possible. Any changes to the forms and documents must be approved by the Department. The Department will provide training and technical assistance to the Concessionaire in the use of RUMS.
5. The Concessionaire shall provide a current title examination (no older than 60 days) for each parcel at the time of the initial offer to the landowner. Each title examination report shall be prepared by a Department-approved title company, in accordance with VDOT's Right of Way Manual of Instructions, and shall include title insurance commitment. Should the Concessionaire select a law firm to certify title examinations, the certifying attorney shall provide evidence of professional liability insurance. The Department reserves the right to determine if the professional liability insurance coverage is sufficient. If any title examination report has an effective date that is older than 60 days, an update is required before making an initial offer to the landowner.
6. The Concessionaire shall prepare appraisals in accordance with VDOT's Right of Way Manual of Instructions.
7. The Concessionaire shall provide appraisal reviews complying with technical review guidelines of the Department's appraisal guidelines. The reviewer shall be on the Department's approved fee appraiser list. The Department will review the Concessionaire's appraisal waiver, appraisal, and appraisal review for each parcel, and shall have the decision of final approval of each appraisal and just compensation offer.

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8. The Concessionaire shall make direct payments to property owners for negotiated settlements and relocation benefits and make deposits with the appropriate court for condemnation cases. Payment documentation is to be prepared and submitted with the Acquisition Report (Form RW-24).
9. The Concessionaire shall prepare, obtain execution of, and record documents conveying title to such properties to the Commonwealth of Virginia and deliver all executed and recorded general warranty deeds to the Department. For all property purchased in conjunction with the 395 Project, title will be acquired in fee simple, except that, with the Department's prior written approval, permanent easements may be acquired in lieu of fee simple interest for the construction, maintenance, and use of items such as sound walls, retaining walls, storm drainage structures, and earthen slopes. All property shall be conveyed to "Commonwealth of Virginia, Grantee" by a Department-approved general warranty deed, free and clear of all liens and encumbrances except encumbrances expressly permitted in writing by the Department in advance. All easements, except for private utility company easements, shall be acquired in the name of "Commonwealth of Virginia, Grantee." Private utility company easements will be acquired in the name of each utility company unless they are acquired by eminent domain in which case they will be acquired in the name of the Commonwealth of Virginia.
10. The Concessionaire shall use its best efforts to settle claims with landowners amicably. The Department shall make the ultimate determination in each case as to whether settlement is appropriate or whether the filing of a condemnation action is necessary. The Concessionaire shall not request the filing of a certificate until the landowner has been given a minimum of 30 days to consider the offer or terminate the negotiations. If, despite the Concessionaire's best efforts, it is unable to reach a settlement with any landowners, as a last resort the Department will handle any necessary condemnation proceedings subject to the following. Prior to the Department filing a condemnation proceeding, the Concessionaire shall prepare or cause to be prepared all necessary paperwork and supporting documentation required for the proceeding and it shall deliver that documentation to the Department, including the notice of filing certificate. The Department will review the submitted documentation for compliance with the Department's rules and regulations, and when approved, will then file the condemnation proceeding(s) and handle such proceeding(s) in accordance with VDOT's Right of Way Manual of Instructions.
11. The Office of Attorney General, Commonwealth of Virginia, shall act as the Department's legal counsel and will assign cases to fee

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counsel and review and approve their billing. Support and testimony for condemnations will be provided by the Concessionaire for a period of 12 months after the final condemnation certificate of take/deposit is recorded.

12. The Concessionaire shall be responsible for all contacts with landowners for ROW or construction items, prior to initiation of condemnation proceedings by the Department. The Concessionaire will provide documentation of all contact with property owners (including participants and organizations), a summary of discussions, agreed upon items, follow-up activities, and copies of items distributed, including but not limited to appropriate and timely documentation in the RUMS.
  13. The Concessionaire shall use reasonable care in determining whether there is reason to believe that property to be acquired for rights of way may contain concealed or hidden wastes or other materials or hazards requiring remedial action or treatment. When there is reason to believe that such materials may be present, the Concessionaire shall notify the Department within three (3) days. The Concessionaire shall not proceed with acquiring such property until they receive written notification from the Department.
  14. During the acquisition process and for a period of three years after the later of Final Completion or the Commonwealth has indefeasible title to the property, all 395 Project documents and records not previously delivered to the Department, including design and engineering costs, construction costs, costs of acquisition of ROW, and all documents and records necessary to determine compliance with the laws relating to ROW Acquisition and the costs of relocation of Utilities shall be maintained and made available by Concessionaire to the Department and FHWA for inspection or audit.
- D. The Concessionaire shall be responsible, at its sole expense, for demolishing and disposing of all existing buildings from the ROW and permanent and temporary easements. All such work shall comply with the Standard of Care and these Technical Requirements.
- E. The Concessionaire will exercise the Standard of Care to minimize impacts and damages to property, businesses, and residences, including noise, vibrations, temporary traffic patterns, and clearing of tree buffers. The Concessionaire will address public, business, and government comments in coordination with the Department within 21 days of receipt; however, the responsibility to coordinate and address the comments will be the Concessionaire's. Where requested, the Concessionaire will provide stakeout and marking of existing property lines and impacts.

## 1.7 Utilities

### 1.7.1 General Requirements

- A. All efforts and costs necessary for all Utility (including the Concessionaire and Department's communications and power cables and conduits) designations, Utility locates (test holes), conflict evaluations, cost responsibility determination, Utility Relocation designs, Utility Relocations and adjustments, Utility reimbursements, replacement land rights acquisition and Utility coordination shall be included in the Concessionaire's Cost. Costs for any Utility (including the Concessionaire and Department's communications and power cables and conduits) betterment(s) shall not be included in the Concessionaire's Cost but shall be reimbursed directly to the Concessionaire from the Utility Owner through agreement with the requesting Utility Owner.
- B. This is a Department sanctioned project and the Concessionaire shall enjoy all of the benefits and responsibilities of the Department as it pertains to prior rights, statutory rights, or any other right relating to Utility Relocations, subject to the Department's ability to assign those rights.
- C. Utility (including the Concessionaire and Department's communications and power cables and conduits) information provided on the 395 RFP Conceptual Plans is provided for informational purposes. The Concessionaire is responsible for identifying the owner, type, size, height and number of overhead cables, number of underground cable/conduits, pipes, services, and horizontal and vertical (depth) location of underground utilities to include service connections and laterals with the utility owners. Within thirty (30) Days of the issuance of the Limited Notice to Proceed (LNTP), the Concessionaire shall submit, for review and approval by the Department, a Utilities Plan, which details the schedule and proposed activities of the Concessionaire, the Utility Owners, and the Department and Concessionaire (as owners of other utilities located within the 395 Project limits) during the 395 Project to the level of detail and extent to which such information is known at the time of submission, such information will be updated from time to time as additional information becomes available during later stages of design, and includes, but is not limited to, assertions of the following:
  - 1. Durations and schedules for planned Utility Relocations have been coordinated with the Utility Owners.
  - 2. Durations for the Utility Relocations by Utility Owners are adequate for the type and scope of services being provided.
  - 3. The use of Float for Utility Relocation activities is in accordance with the Technical Requirements.
- D. The Concessionaire shall be responsible for all Utility (including the Concessionaire and Department's communications and power cables and

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conduits) designations, Utility locates (test holes), conflict evaluations, cost responsibility determinations, Utility Relocation designs, Utility Relocations and adjustments, Utility reimbursement, replacement land rights acquisition, Utility coordination, determination of existing Utility easements and the inclusion of such easements on plans, replacement land rights acquisition, and coordination of Utility betterments required for the 395 Project. The Concessionaire shall be responsible for all necessary Utility (including the Concessionaire and Department's communications and power cables and conduits) Relocations, adjustments, and betterments to occur in accordance with the accepted Baseline Schedule.

- E. The Concessionaire shall be responsible for new Utility service connections, including full coordination with the Utility Owners and payment of connection fees. The Concessionaire shall also be responsible for paying the monthly Utility bills associated with new service panels, up to and including the Final Completion date. Service shall be transferred to either Department or Concessionaire, as applicable, upon the Final Completion date.
- F. The Concessionaire shall be responsible for coordinating the 395 Project construction with all utilities that may be affected (including the Department's communications and power cables and conduits). The Concessionaire shall be responsible for coordinating the work of its Contractors, its subcontractors, and the various utilities. The resolution of any conflicts between utilities and the construction of the 395 Project shall be the responsibility of the Concessionaire. No additional compensation or time will be granted for any delays, inconveniences, or damage sustained by the Concessionaire or its subcontractors due to interference from utilities or the operation of relocating utilities or betterments.
- G. If the Concessionaire desires the temporary or permanent adjustment of utilities (including the Department's communications and power cables and conduits) for its own benefit, it shall conduct all negotiations with the Utility Owners and pay all costs in connection with the adjustment.
- H. The Concessionaire shall initiate early coordination with all Utilities (including the Concessionaire and Department's communications and power cables and conduits) located within the 395 Project limits. The Concessionaire shall identify and acquire any replacement utility easements or required right of way needs of all utilities necessary for relocation due to conflicts with the 395 Project. The Concessionaire shall coordinate with the Utility Owners to obtain temporary construction easements or agreements.
- I. The Concessionaire shall provide all Utility Owners with roadway/bridge design plans as soon as the plans have reached a level of completeness adequate to allow them to fully understand the 395 Project impacts. The Utility Owners will use the Concessionaire's design plan for preparing relocation plans and estimates. If a party other than the Utility Owner prepares relocation plans, there shall be a concurrence box on the plans where the Utility signs and



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accepts the relocation plans as shown. The Concessionaire shall be responsible for design and construction for the relocation of any/all communications and power cables and conduits, lightings, ITS devices, generators and service panels owned by the Department as required for the 395 Project.

- J. The Concessionaire shall coordinate and conduct a preliminary Utility review meeting with all affected Utility Owners to assess and explain the impact of the 395 Project. The VDOT Project Manager and Regional Utilities Manager/Design-Build Projects Utility Coordinator (or designee) shall be included in this meeting.
- K. The Concessionaire shall schedule and conduct a Utility field inspection for each 395 Project segment in accordance with the procedures set forth in the VDOT Utilities Manual. The Concessionaire will provide meeting minutes for each Utility field inspection.
- L. The Concessionaire shall verify the prior rights of each Utility Owner's facilities if claimed by a Utility Owner. If there is a dispute over prior rights with a Utility, the Concessionaire shall be responsible for resolving the dispute. The Concessionaire should prepare and submit to the Department a preliminary Utility status report within 60 days of issuance of Limited Notice to Proceed that includes a listing of all known Utilities located within the 395 Project limits and a conflict evaluation and cost responsibility determination for each Utility. This report shall include copies of easements, plans, or other supporting documentation that substantiates any compensable rights of the Utility Owner. In addition, a written monthly Utility status update shall be provided to the Department to document the status of coordination.
- M. The Concessionaire shall obtain the following from each Utility that is located within the 395 Project limits:
  - 1. relocation plans including letter of "no cost" where the Utility does not have a compensable right;
  - 2. utility agreements including cost estimate and relocation plans where the Utility has a compensable right;
  - 3. utility easement forms to be executed by the landowner, if necessary;
  - 4. letters of "no conflict" where the utility's facilities will not be impacted by the 395 Project; and
  - 5. prepare bridge attachment agreements between the Department and the Utility Owner, if necessary.
- N. The Concessionaire will use a two party agreement, similar to the Master Utility Agreement (MUA) utilized by the Department (provided for in the Department's Utility Manual) to establish the general framework for

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addressing the Utility issues within the 395 Project affecting a Utility Owner. The two-party agreement between the Concessionaire and the Utility company will set forth the terms and conditions under which the Utility work will be performed, and will adhere to the Department's Utility Manual. Included in the two party agreement, similar to the MUA utilized by the Department (provided for in the Department's Utility Manual), will be the statement (with reference to CA) that this work is being performed as a Department project. Preparing all agreements relative to the Utility Relocation is to be between the Concessionaire and the Utility. This includes the agreements for authorization to relocate facilities as well as any reimbursement terms/agreements. In addition, a written monthly utility status update shall be provided to the Department to document the status to the coordination.

- O. The Concessionaire shall review all relocation plans to ensure that relocations comply with VDOT Utilities Manual of Instruction, the Utility Relocation Policies and Procedures and VDOT's Land Use Permit Regulations. The Concessionaire shall also ensure that there are no conflicts with the proposed roadway improvements, and ensure that there are no conflicts between each of the Utility Owner's relocation plans. The Concessionaire shall prepare and submit to the Department all relocation plans. The Concessionaire is expected to assemble the information included in the relocation plans in a final and complete format and in such a manner that the Department may approve the submittals with minimal review. The Concessionaire shall meet with the Department's Regional Utilities Manager within 45 days prior to the first Utility submittal to gain a full understanding of what is required with each submittal. The Concessionaire shall receive written approvals from the Department prior to authorizing Utilities to commence relocation construction. The Utility Owners shall not begin their relocation work until authorized by the Concessionaire. Each relocation plan submitted must be accompanied by a certification from the Concessionaire stating that the proposed relocation will not conflict with the proposed roadway improvement and will not conflict with another Utility Owner's relocation plan.
- P. The Department will provide reasonable assistance in negotiations with Utility Owners and will provide available Department documents concerning prior rights in a timely manner as requested by the Concessionaire, but the Department shall incur no liability in providing such reasonable assistance and shall not be required to initiate or participate in any legal action other than as a witness or to produce documents.
- Q. The Concessionaire shall make all reasonable efforts to design the 395 Project to avoid conflicts with Utilities, and minimize impacts where conflicts cannot be avoided. The Concessionaire shall be responsible for ensuring that Utility service interruptions are minimized.
- R. The Concessionaire shall ensure the Utility Owners submits as-built drawings and Land Use Permit applications upon completion of its relocation and (or) adjustments. The Department will issue an as-built permit to the Utility

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Owners within 21 days of receipt of as-built drawings and Land Use Permit applications.

- S. The Concessionaire shall be responsible for ensuring the appropriate abandonment or removal of all abandoned Utilities (including the Concessionaire and Department's communications and power cables and conduits) within the 395 Project ROW.
- T. At the time that the Concessionaire notifies the Department that the Concessionaire deems the 395 Project to have reached Final Completion, the Concessionaire shall certify to the Department that all Utilities have been identified and conflicts have been resolved and that those Utilities with compensable rights or other claims related to relocation or coordination with the 395 Project have been relocated and their claims and compensable rights satisfied or will be satisfied by the Concessionaire.
- U. The Concessionaire shall accurately show the final location of all Utilities (including the Concessionaire and Department's communications and power cables and conduits) on the as-built Plans in accordance with Section 3.18 of these Technical Requirements.

**1.7.2 Concessionaire's Responsibility for Utility Property and Services**

- A. At points where the Concessionaire's operations are on or adjacent to the properties of any Utility, including railroads, (including the Department's communications and power cables and conduits), and damage to which might result in expense, loss, or inconvenience, Work shall not commence until arrangements necessary for the protection thereof have been completed. The Concessionaire shall cooperate with owners of Utilities so that:
  - 1. removal and adjustment operations may progress in a timely, responsible, and reasonable manner,
  - 2. duplication of adjustment work may be reduced to a minimum, and services rendered by those parties will not be unnecessarily interrupted.
- B. If any Utility (including the Concessionaire's and the Department's communications and power cables and conduits) service is interrupted as a result of accidental breakage or of being exposed or unsupported, the Concessionaire shall promptly notify the proper authority and shall cooperate fully with the authority in the restoration of service. If Utility service is interrupted, repair work shall be continuous until service is restored.
- C. The Department's TMS fiber optic communication lines and associated electrical distribution lines are located throughout the 395 Project limits in conjunction with other public utilities. The TMS utilities will not be located

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by Miss Utility. The Concessionaire is responsible for all field markings of all Department owned utilities pursuant to the Agreement. The Concessionaire shall exercise care to prevent damage or disruption to the TMS. However, in the event the Concessionaire and/or its contractor(s) damage the TMS due to his operations, the Concessionaire shall immediately notify the McConnell Public Safety and Transportation Operations Center (MPSTOC) as well as the Department Project Manager and cease all construction operations until repairs are completed and the system is fully operational. Except as set forth in the Agreement, the Concessionaire will be responsible for all cost necessary for repair and any time impact to the 395 Project. Additionally, the Department has an agreement with the Army Corps of Engineers (COE) to share capacity in a duct bank that also contains Department cable. The COE cable is in orange and orange with white stripe HDPE ducts. Do not damage those cables. If damage occurs, immediately notify the COE. Also notify the MPSTOC.

- D. The Concessionaire shall comply with all requirements of the Virginia Underground Utility Damage Prevention Act (the Miss Utility law).
- E. The Department's facilities including roadway lighting cable and conduit, traffic management systems cable and conduit as well as Department owned fiber optic lines are not marked by the Miss Utility. Therefore, the Concessionaire may either elect to use, at his own discretion and cost, the Department on-call consultant or alternatively use a different, competent contractor/consultant familiar with Department owned utilities. It is the Concessionaire's sole responsibility to have these utilities marked, maintain the markings throughout the life of the 395 Project as well as assume physical and financial arrangements to have these utilities marked/re-marked. The Concessionaire will be responsible for all cost necessary for these utility markings.
- F. The Concessionaire shall determine whether other Utilities are present in addition to those identified by the Notification center report and shall afford those additional Utilities an equivalent notification protocol.

**1.7.3 Restoration of Work Performed by Others**

- A. The Department may construct or reconstruct any Utilities within the limits of the 395 Project or grant a permit for the same at any time.
- B. Subject to any relief to which the Concessionaire may be entitled to in the 395 Design-Build Contract, when authorized by the Department, the Concessionaire shall allow any person, firm, or corporation to make an opening in the highway within the limits of the 395 Project upon presentation of a duly executed permit from the Department or any municipality for sections within its corporate limits.

## 1.8 Work Restrictions

### 1.8.1 General Requirements

- A. The Concessionaire shall follow all federal and State laws, rules, and regulations when working on any federal properties, including the Pentagon Reservation or the Mark Center property.
- B. The Concessionaire shall be responsible for a Maintenance of Traffic Plan (MOT) in accordance with Instructional and Information Memorandum IIM-LD-241 (Work Zone Safety and Mobility) and TE 351 on Work Zone Speed Analysis, which shall include but not be limited to the following:
  - 1. The Concessionaire's MOT plans development shall be consistent with the Agreement and the 395 Design-Build Contract, including these Technical Requirements.
  - 2. The Concessionaire shall comply with pertinent requirements for maintenance of traffic for the Work. The Concessionaire is responsible for the safety of the work zone. The Concessionaire shall appoint a single point of contact to address MOT and safety requirements for the work zone.
  - 3. The Concessionaire shall conduct all work necessary to provide safe and efficient MOT during construction, including provisions for the movement of people, goods, and services through and around the 395 Project while minimizing impacts to pedestrians, bicyclists, local residents, businesses, and commuters. In no event shall sidewalks or shared use paths be closed unless first approved by the Department, considering planned and designed alternative facilities by the Concessionaire.
  - 4. The Concessionaire shall coordinate activities including but not limited to communications, public outreach, and stakeholder engagement; lane closures; and MOT and TCP implementation with the Transportation Management Plan (TMP) program.
  - 5. Lane closure coordination and notification to all stakeholders.
  - 6. The Concessionaire shall coordinate construction and MOT activities that impact transit services with the transit agencies.

### 1.8.2 Work Hours

- A. The Concessionaire is advised that its general operations may proceed seven days a week, 24 hours a day, except as may be modified herein.

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- B. This is contingent upon the Concessionaire obtaining a variance or waiver of all applicable noise restrictions, as stated in the Agreement.

**1.8.3 Temporary Roadway Closures**

- A. Lane, shoulder, or road closures shall be detailed in the Concessionaire’s Transportation Management Plan. Anticipated and proposed temporary lane and/or shoulder closures shall be reviewed and approved by the Department. The Concessionaire shall restore all lanes of traffic per the times specified in this section. Restoration of traffic shall mean the completion of all construction work, the removal of all traffic control devices, signs, workers, materials, and equipment from the roadway. To facilitate construction and minimize inconvenience to the public, the Concessionaire is advised of the closure limitations listed in the Technical Requirements. The Department reserves the right to modify the closure limitations in the Technical Requirements, and any modification shall be handled under Section 1.8.6 – Allowance for Additional Lane Closure Restriction by the Department and/or Concessionaire Request for Additional Lane Closures.

- B. Allowable Lane Closure Hours

<b>INTERSTATE 395 (PRIOR TO SERVICE COMMENCEMENT)</b>				
WEEKDAY	Northbound			
	Single-Lane Closures or Shoulder	Two-Lane Closures	Multiple-Lane Closures	Short-term Complete Road Closure*
<b>14<sup>th</sup> St. Bridge to Springfield Interchange</b>	10:00AM to 3:00PM	10:00PM to 5:00AM	11:00PM to 5:00AM	12:00AM to 4:00AM
	9:00PM to 5:00AM			
<b>All lanes open at 12:00 noon on Friday</b>				
WEEKDAY	Southbound			
	Single-Lane Closures or Shoulder	Two-Lane Closures	Multiple-Lane Closures	Short-term Complete Road Closure*
<b>14<sup>th</sup> St. Bridge to Springfield Interchange</b>	10:00AM to 2:30PM	10:00PM to 5:00AM	11:00PM to 5:00AM	12:00AM to 4:00AM
	9:30PM to 5:00AM			
<b>All lanes open at 11:00am on Friday</b>				
WEEKEND	Northbound/Southbound			Short-term Complete Road Closure*
	Single-Lane Closures or Shoulder	Multiple-Lane Closures		
Friday to Saturday	10:00PM to 9:00AM	11:00PM to 8:00AM		12:00AM to 5:00AM
Saturday to Sunday	10:00PM to 9:00AM	11:00PM to 9:00AM		12:00AM to 5:00AM
Sunday to Monday	10:00PM to 5:00AM	11:00PM to 4:00AM		12:00AM to 4:00AM

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- \* Complete Road Closures: 30 minutes maximum to facilitate the lifting and placing of bridge beams, demolition and removal of bridge elements, and erection or removal of overhead sign panels and other structures.
- \*\* Long-term closures of the shoulders adjacent to the GP Lanes are allowable pursuant to the Agreement.

<b>INTERSTATE 395 (FOLLOWING SERVICE COMMENCEMENT)</b>		
<b>ALL DAYS</b>	<b>Northbound/Southbound</b>	
	<b>Shoulder Closures</b>	<b>Single-Lane Closures</b>
<b>14<sup>th</sup> St. Bridge to Springfield Interchange</b>	10:00AM to 3:00PM	9:30PM to 5:00AM
	9:30PM to 5:00AM	

<b>Single-Lane Closures* or Shoulder</b>					
<b>ARTERIAL</b>	<b>WEEKDAY</b>		<b>WEEKEND</b>		
	Monday to Thursday	Friday	Friday to Saturday	Saturday to Sunday	Sunday to Monday
<b>Major Arterials**</b>	9:30AM to 3:00PM 10:00PM to 5:00AM	9:30AM to 2:00 PM	10:00PM to 9:00AM	10:00PM to 8:00AM	10:00PM to 5:00AM
<b>All Other Roadways</b>	9:00AM to 3:30PM 9:00PM to 5:00AM	9:00AM to 2:00 PM	10:00PM to 9:00AM	9:00PM to 9:00AM	10:00PM to 5:00AM

<b>Multiple-Lane Closures</b>					
<b>ARTERIAL</b>	<b>WEEKDAY</b>		<b>WEEKEND</b>		
	Monday to Thursday	Friday	Friday to Saturday	Saturday to Sunday	Sunday to Monday
<b>Major Arterials**</b>	10:00PM to 5:00AM	Not allowed until 11:00PM	11:00PM to 5:00AM	11:00PM to 6:00AM	11:00PM to 5:00AM
<b>All Other Roadways</b>	9:00PM to 5:00AM	Not allowed until 10:00PM	10:00PM to 6:00AM	10:00PM to 6:00AM	10:00PM to 5:00AM

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

\*\*Major Arterials are defined as Primary Roads, high volume Secondary Roads, and all other routes that connect directly to Interstates

\*\*\* Other roadway closures will require coordination and possibly permitting with the agency having jurisdiction over the roadway.

- C. These allowable hours shall be applicable to both stationary and mobile lane closures, as well as shoulder closures.

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D. Lane Closure Request Procedure

1. Multi-lane closures of I-395 for any Work will require coordination with appropriate Governmental Authorities, stakeholders and public notice. The Concessionaire shall provide a minimum of three (3) weeks advance notice to the Department. This advance notice will allow the Department and Concessionaire to coordinate on a public outreach campaign and/or advertising to reach affected motorists and target audiences. Alternate dates can be advertised in the event of inclement weather.
2. Total closures of I-395 for any overhead work including but not limited to installation and removal of overhead sign panels and structures, installation for pipe installation across I-395, pavement joint repair with substantiation of need by the Contractor will require coordination with appropriate Governmental Authorities, stakeholders and public notice. The Concessionaire shall provide a minimum of six (6) weeks advance notice to the Department. This advance notice will allow the Department and Concessionaire to coordinate on a public outreach campaign and/or advertising to reach affected motorists and target audiences. Alternate dates can be advertised in the event of inclement weather.
3. The Concessionaire shall submit all lane and/or shoulder closure requests to the VDOT TOC and VDOT Project Manager for coordination purposes (for determination of conflicts with other projects, for instance) at least seven (7) days in advance of the proposed lane and/or shoulder closure and no later than close of business Wednesday the week prior to closure, stating the location, purpose, date, time, and duration of the closure. The Concessionaire shall confirm at least twenty-four (24) hours before any scheduled lane and/or shoulder closure and shall include a written reiteration of the proposed tasks and a listing of materials, labor, and equipment to be utilized, in order for TOC to post the information on the VDOT website and VA511 system.
4. For all 95 Express Lanes or 395 HOV Lanes lane closures, the Concessionaire is required to coordinate directly with the Department. Prior to seeking Department approval, an Authorization to Work form, agreed by the Concessionaire, will be required prior to commencing any work within the 95 Express Lanes or 395 HOV Lanes, or work impacting any 95 Express Lanes facilities or equipment. All Authorization to Work requests shall be submitted a minimum of five (5) business Days prior to the intended work start date. Directions for submission requirements are contained on the



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form (available from the Express Lanes Operations Center at (571) 419-6046).

5. The Concessionaire is responsible for providing advance notification via variable message and required static signing for lane and/or shoulder and complete road closures in accordance with the 2011 (revised March 2015) Virginia Work Area Protection Manual and the *Manual on Uniform Traffic Control Devices* (MUTCD). Once a closing is in place, Work shall commence immediately and shall progress on a continuous basis to completion or to a designated time.
- E. In addition to the Liquidated Damages as per Section 1.8.13 of these Technical Requirements, if the Concessionaire is unable to remove the lane and/or shoulder closure by the stipulated time, the Concessionaire will not be allowed further lane closures until the reasons for the failure are evaluated and the Concessionaire can provide assurance that the causes have been corrected. A formal submission as to the reasons for the failure to restore traffic lanes within the required contract lane closure restrictions and the proposed corrective measures is to be provided to the Department within two (2) days of the occurrence. The Department will respond to the adequacy of the submission within two (2) working days of receipt. No consideration for extension of time and no additional compensation will be granted for these days.
- F. The Department reserves the right to monitor traffic conditions impacted by the Work and to make necessary restrictions as may be warranted or as Emergency situations dictate. Additional restrictions for other holidays or special local events may also be necessary, however, in these situations the Department will endeavor to inform the Concessionaire of any additional restrictions as early as practicable and in no case less than forty-eight (48) hours prior to the holiday or special local event.
- G. Confirmation shall be made 24 hours before any scheduled lane closure and shall include a written reiteration of the proposed tasks and a listing of materials, labor, and major equipment to be used. Complete road closures require a 72-hour advance confirmation for coordination. The Concessionaire is responsible for providing adequate advance notification via variable message and required static signing for lane closures in accordance with the Virginia Work Area Protection Manual (VWAPM) and the Manual on Uniform Traffic Control Devices (MUTCD). Once a closing is in place, Work shall begin immediately and shall progress on a continuous basis to completion or to a designated time. The closure may be delayed if excessive traffic backup or queuing is already present at the scheduled start of Work and will be adjusted in accordance with Section 1.8.6 of these Technical Requirements.
- H. Traffic backups must dissipate before successive closings can be implemented.

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- I. The minimum clear distance between two separate lane closings, that is, from the last traffic cone of the first closing to the first cone of the second closing in the same roadway, shall be two miles.
- J. The Concessionaire shall be responsible for entering all scheduled lane closures into the Department’s LCAM system and VA Traffic. The Concessionaire shall also be responsible for coordinating and eliminating all LCAMS conflicts related to the Concessionaire’s scheduled lane closures.

**1.8.4 Reversible Facilities**

**A. Hours of Operations**

The existing reversible facility hours of operations (set forth in Table 1.8b) shall remain in place during of the Construction Period, unless otherwise specified by the Department with adequate advance notice to the Concessionaire. During the Construction Period, the Concessionaire shall be responsible for the operation of the existing reversible facility, including gate operations and reversal of the flow of traffic. The Concessionaire shall be responsible for scheduling all Work to accommodate the reversal schedule. This shall include adjustment of all MOT as necessary to be consistent with the direction of traffic.

Table 1.8b Reversible Facility Hours of Operations	
Monday – Thursday & Friday (until 6:00 p.m.)	
2:00 a.m. – 6:00 a.m.	Open to all Traffic – Northbound
6:00 a.m. – 9:00 a.m.	Open to HOV-3 Only – Northbound
9:00 a.m. – 11:00 a.m.	Open to all Traffic – Northbound
11:00 a.m. – 1:00 p.m.	Closed for Reversal Operations*
1:00 p.m. – 3:30 p.m.	Open to all Traffic – Southbound
3:30 p.m. – 6:00 p.m.	Open to HOV-3 Only – Southbound
6:00 p.m. – 12:00 a.m.	Open to all Traffic – Southbound
12:00 a.m. – 2:00 a.m.	Closed for Reversal Operations*
Friday Evening – Saturday – Sunday	
6:00 p.m. Fri – 2:00 p.m. Sat	Open to all Traffic – Southbound
2:00 p.m. Sat – 4:00 p.m. Sat	Closed for Reversal Operations*
4:00 p.m. Sat – 6:00 a.m. Mon	Open to all Traffic – Northbound

\* Closures for reversal operations will start at times shown, except during summer travel season when closure for reversal operations may be adjusted to start at 10:00 a.m. Monday-Friday. End times shown are

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approximate only and will vary daily. These closure periods are subject to change in case of major Incidents and /or special events.

**B. Allowable Lane Closures Hours –**

	<b>REVERSIBLE 95 EXPRESS LANES*</b>	
	<b>Single-Lane Closures or Shoulder</b>	<b>Short-term Complete Road Closure**</b>
<b>WEEKDAY</b>	8:00PM (Sun to Thur) to 5:00AM (Mon to Fri)	8:00PM (Mon to Thur) to 4:00AM (Tues to Fri)
<b>WEEKEND</b>	11:00PM (Fri to Sat) to 10:00AM (Sat to Sun)	11:00PM (Fri, Sat) to 4:00AM (Sat, Sun)
* Direction of traffic control for all lane closures in reversible lanes will need to be adjusted as necessary to face direction of traffic.		
** Complete Road Closure on Reversible Lanes limited to 30 minutes or less		

	<b>REVERSIBLE 395 HOV LANES*</b>	
	<b>Single-Lane Closures or Shoulder</b>	<b>Complete Road Closure</b>
<b>WEEKDAY</b>	8:00PM (Sun to Thur) to 5:00AM (Mon to Fri)	8:00PM (Mon to Thur) to 4:00AM (Tues to Fri)
<b>WEEKEND</b>	11:00PM (Fri) to 5:00AM (Mon)	11:00PM (Fri) to 10:00AM (Sat) 11:00PM (Sat) to 10:00AM (Sun) 11:00PM (Sun) to 4:00AM (Mon)
* Direction of traffic control for all lane closures in reversible lanes will need to be adjusted as necessary to face direction of traffic.		

1. All lane closures must comply with the terms and conditions of the Agreement and these Technical Requirements.
2. No daytime closures Monday-Friday will be permitted on the I-395 Reversible Lane Facility inside the Capital Beltway.
3. All gate operations and/or reversal of traffic must happen within permitted closure periods only.
  - i. Weekdays -
    - The start of the gate operation to open the reversible 395 HOV Lanes must begin by 4:00 a.m. (Monday through Friday). If the reversible 395 HOV Lanes are not cleared to be open to traffic by 4:00 a. m. (Monday through Friday), unless approved in advance by the Department, all associated Lane Closure Damages will be assessed beginning at 4:01 a.m. as stipulated in Section 1.8.11 (note that single lane closures may remain in place until 5:00 a.m.).
    - The Concessionaire will start closing the gates for reversible 395 HOV Lanes starting at 8:00 p.m. Monday through Thursday, once requested by the 395 Design-Build Contractor, in an expeditious manner, but in no way guarantee that the reversible 395 HOV Lanes will be closed by 9:00 p.m. The Concessionaire may choose

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to close the access to the reversible 395 HOV Lanes (partially or fully) using its own temporary traffic control measures, once TCP are submitted and approved by the Department.

ii. Weekends -

- The start of the gate operation to open the reversible 395 HOV Lanes must begin by 10:00 a. m. (Saturday through Sunday). If full closures are performed, logical entry and exit points off of the facility should remain open so as not to trap vehicles. If the reversible 395 HOV Lanes are not cleared to be open to traffic by 10:00 a.m., unless approved in advance by the Department, all associated Lane Closure Damages will be assessed beginning at 10:01 a.m. as stipulated in Section 1.8.11 (note that single lane closures may remain inplace throughout the entire weekend and until 5:00 a.m. Monday).
- The Concessionaire will start closing the gate for reversible lanes starting at 11:00 p.m. (Friday through Sunday), once requested by the 395 Design-Build Contractor, in an expeditious manner, but in no way guarantee that the reversible lanes will be closed by 12:00 a.m. The Concessionaire may choose to close the access to the reversible lanes (partial or full) by its own means, once TCP are submitted and approved by the Department.

**C. Full Weekend Closures of the 395 HOV Lanes**

In addition to the allowable lane closure hours for the reversible 395 HOV Lanes shown in the above table, the Concessionaire shall be allowed to fully close the 395 HOV Lanes for the entire weekend a limited number of times. Full weekend closures of the 395 HOV Lanes shall be approved by the Department and be consistent with the following:

1. Any full weekend closure of the 395 HOV Lanes shall not start earlier than 11:00 p.m. on Friday (including placement of MOT measures).
2. Any full weekend closure of the 395 HOV Lanes shall not finish later than 4:00 a.m. on Monday (including removal of MOT measures).
3. No more than four (4) full weekend closures of the 395 HOV Lanes will be allowed between June 1 and September 30 each year.

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4. No more than twenty (20) full weekend closures of the 395 HOV Lanes will be allowed between October 1 and May 31 each year.
5. No full weekend closures of the 395 HOV Lanes shall be allowed on any Holiday weekend.
6. All GP lanes and shoulders must be open to all traffic by 6 a.m. (on Saturday and Sunday) during the full weekend closure on 395 HOV lanes.
7. Any additional full weekend closures requested by the Concessionaire and granted by the Department beyond those allowed in subsections 3 and 4 above will be considered as additional time as described in Section 1.8.6. Any full weekend closures requested by the Concessionaire and not granted by the Department up to and including the number allowed in subsections 3 and 4 above will be considered as time deducted as described in Section 1.8.6.

**1.8.5 Lane Closure Types**

- A. The Concessionaire shall provide a weekly work zone plan of all closures on the Wednesday prior to the next week’s planned work activity.
- B. All lane closures shall be identified as one of the following types:
  1. Type 1 – A lane closure resulting in a significant impact on traffic, such as stopping traffic completely, closing two or more lanes, any lane closures in the existing reversible facility, closing an exit or entrance ramp at freeway interchanges or changing traffic patterns. This type of closure would require extensive media and stakeholder notification and coordination among various local and state agencies, as identified in the PIP.
  2. Type 2 – A lane closure resulting in minor or no impact on the flow of traffic, such as closing one lane on a four-lane roadway during off-peak traffic hours.
  3. Type 3 – A lane closure that would close a shoulder (right or left) on a roadway or ramp.
- C. The Concessionaire shall provide advance notice for each lane closure or independent pedestrian bridge closure in accordance with the following table:

Lane, Shoulder, and Pedestrian Bridge Closure Notification Requirements		
Type	Minimum Advance Notice (days)	Maximum Advance Notice (days)
1	10	21
2	5	14

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Lane, Shoulder, and Pedestrian Bridge Closure Notification Requirements		
Type	Minimum Advance Notice (days)	Maximum Advance Notice (days)
3	3	14
Pedestrian Bridge	45	60

Independent pedestrian bridge closures have to be approved by the Department and will require six (6) weeks' notice.

**1.8.6 Allowance for Additional Lane Closure Restriction by the Department and/or Concessionaire Request for Additional Lane Closures**

- A. At the Department's reasonable discretion and approval, the Concessionaire may submit a request to Work outside the stated lane closure hours by providing adequate justification (including traffic analysis) demonstrating the viability of the request.
- B. Closures of longer durations than those listed in Section 1.8.5 will require a review of plans, implementation of detours, and public outreach.
- C. The Department reserves the right to monitor traffic conditions affected by the Work and to make additional restrictions as may be necessary, such as terminating a lane closure early or adjusting the 395 Project's allowable lane closure hours.
- D. General Requirements:
  - 1. The Department will track any additional lane closure time granted outside of time allowed in the Agreement.
  - 2. Any additional time granted must comply with all the requirements set forth in the Agreement.
  - 3. The Concessionaire acknowledges that there will be instances where the Concessionaire may not be allowed to implement an approved lane closure during events that are beyond the Department's control.
  - 4. The Department will track all instances where the Concessionaire is directed by the Department not to implement any lane closures for special events such as, but not limited to, the following list:
    - i. Presidential motorcades traveling through project limits
    - ii. Special events with regional impacts
    - iii. Special sport events with regional impacts

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- iv. Major accidents/Incidents with regional impacts
- v. Seasonal traffic patterns

E. Calculating Hours:

- 1. Additional time (lane closures) – Any additional time requested by the Concessionaire and granted by the Department beyond the approved hours within the Agreement will be added for every instance and every location at 15 minute intervals.
- 2. Additional Time (complete closures) – If a full closure of roadway not specified in the Agreement is implemented in lieu of 30-minute total temporary closure, hours will be calculated in the same manner as the hours that were requested/approved for the specific closure.
- 3. Time Deducted – When the Concessionaire is not allowed to implement a lane closure by the Department during the approved hours within the Agreement, the hours during which such lane closure is not allowed will be deducted from the total hours accumulated.

F. Documentation:

- 1. Within the first 60 days, the Department and Concessionaire will develop and agree on a format of documenting this information. The form should at least contain date, hours allowed, hours disallowed, impacted time and other agreed upon elements.
- 2. By the 10th of each month, the Department and Concessionaire will reconsolidate and agree on the resultant amount of hours allowed/disallowed.

G. Allowance:

- 1. At the end of the 395 Project, the Department and the Concessionaire will reconcile the resultant impacted time or additional granted time by subtracting the additional time granted by the Department from the time Concessionaire was disallowed per the Technical Requirements in accordance with the Agreement to implement the lane closures. The Department and Concessionaire will endeavor to maintain a neutral balance of resultant impacted and additional granted time throughout the duration of the 395 Project.
- 2. Any lane closures affected by inclement weather, snow and snow removal process, Emergency Department maintenance repairs safety shutdowns and from major accidents are not subject to above allowance and are excluded from the calculations and compensations.

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H. General

Notwithstanding anything to the contrary, it is agreed that:

1. The Department will provide the Concessionaire with as much notice as is possible with respect to any lane closure request by the Concessionaire which is not approved by the Department.
2. The Concessionaire will provide the Department with as much notice as is possible with respect to any inability of the Concessionaire to implement lane closures which are otherwise allowed within the Agreement.
3. At the end of the 395 Project, the Department and the Concessionaire will reconsolidate the impacted time by subtracting the additional time granted by the Department from the time the Concessionaire was disallowed per the technical requirements to implement the lane closures. If the Department disapproves requests for lane closures from Concessionaire, or otherwise prevents Concessionaire from implementing lane closures which are otherwise permitted by the Agreement, and the impact of such actions by the Department is more than 120 cumulative hours, such actions shall constitute a Department Change Order.

**1.8.7 Night Work**

- A. In areas where Work is to be performed during the hours of dusk or darkness, the Concessionaire shall furnish, place, and maintain lighting facilities capable of providing light of sufficient intensity to facilitate good workmanship and proper inspection at all times. The lights shall be arranged so as not to interfere with or impede traffic approaching the work site(s) from either direction or produce undue glare to property owners.
- B. Lighting of work site(s) may be accomplished using any combination of portable floodlights, standard equipment lights, existing street lights, and temporary street lights that will provide the proper illumination.
- C. The Concessionaire shall furnish and place warning signs to alert approaching motorists of lighted construction area(s). These warning signs shall be four feet (1200 mm) x four feet (1200 mm). The Concessionaire's vehicles used on the 395 Project shall be provided with amber flashing lights that shall be in operation while in the work area. The Concessionaire's equipment shall be provided with a minimum of three square feet of reflective sheeting that is visible to approaching motorists. The Concessionaire shall provide his personnel with proper Personal Protective Equipment (PPE), which shall be worn at all times while the workers are within the work area. The Concessionaire shall provide a light meter to demonstrate that the minimum light intensity is being maintained.



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- D. The Concessionaire shall provide sufficient fuel, spare lamps, generators, and other necessary equipment to maintain the lighting of the work site. The Concessionaire shall utilize padding or shielding or locate mechanical and electrical equipment to minimize noise generated by lighting operations as directed by the Department. Noise generated by portable generators shall comply with all Law.
- E. The Concessionaire shall provide sufficient uniformed law enforcement officers with a marked law enforcement vehicle equipped with a blue flashing light for all nighttime work that is performed within the travel lanes.

### 1.8.8 Law Enforcement Utilization

- A. The Concessionaire shall be responsible for all costs and coordinating directly with the Virginia State Police (VSP) service during Temporary Traffic Control operations involving lane closures and/or rolling lane closures, and any other operation as covered in Appendix C of the Virginia Work Area Protection Manual.

### 1.8.9 Size and Weight Limitations

- A. **Hauling or Moving Material and Equipment on Public Roads Open to Traffic:** The Concessionaire shall comply with legal size and weight limitations in the hauling or moving of material and equipment on public roads open to traffic unless the hauling or moving is covered by a hauling permit.
- B. **Hauling or Moving Material and Equipment on Public Roads Not Open to Traffic:** The Concessionaire shall comply with the legal weight limitations in the hauling or moving of material and equipment on public roads that are not open to traffic unless the hauling or moving is permitted elsewhere herein or is otherwise covered by a hauling permit. The Concessionaire shall be liable for damage that results from the hauling or moving of materials and equipment.
- C. The hauling or moving of material and equipment on the final road surface or across any structure during various stages of construction shall be subject to engineering analysis and approved by the Department.
- D. **Furnishing Items in Component Parts of Sections:** If the size or weight of fabricated or manufactured items together with that of the hauling or moving vehicle exceeds the limitations covered by hauling permit policies and other means of transportation are not available, permission will be given to furnish the items in component parts of sections with adequately designed splices or connections at appropriate points. Permission for such adjustments shall be requested in writing, and approval in writing shall be secured from the Department prior to fabrication or manufacture of the items. The request shall state the reasons for adjustment and shall be accompanied by supporting data, including working drawings where necessary.

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**1.8.10 Use of Explosives**

- A. Explosives shall be stored and used in a secure manner. Prior to prosecuting the Work, the Concessionaire shall conduct an on-site review of the Work involved and develop a plan of operations for performing excavating work. Where feasible, the Concessionaire shall explore other means of loosening and or reducing the size of the excavation without blasting. When blasting becomes necessary, the Concessionaire's plan of operations shall include a blasting plan detailing the blasting techniques to be used during excavation operations requiring the use of explosives. Both plans shall be submitted to the Department for review prior to commencing blasting operations.
- B. 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 commercial driver's license with hazardous materials endorsement and a valid medical examiner's certificate.
- C. The Concessionaire shall be responsible for damage resulting from the use of explosives. The Concessionaire shall notify each property and Utility Owner having a building, structure, or other installation above or below ground in proximity to the site of the Work of its intention to use explosives. Notice shall be given sufficiently in advance of the start of blasting operations to enable owners to take steps to protect their property. The review of the Concessionaire's plan of operations, blasting plan, and notification of property owners shall in no way relieve the Concessionaire of its responsibility for damage resulting from its blasting operations.

**1.8.11 95 Express Lanes**

- A. For any temporary impacts or isolated shut-down of system elements, the Concessionaire is required to coordinate directly with the Department regarding any Work within the 95 Express Lanes, or Work impacting any 95 Express Lanes facilities or equipment. An Authorization to Work form approved by the Department will be required prior to commencing any Work within the 95 Express Lanes, or Work impacting any 95 Express Lanes facilities or equipment. All Authorization to Work requests shall be submitted a minimum of 5 business days prior to the intended Work start date. Directions for submission requirements are contained on the form (available from the Express Lanes Operations Center at (571) 419-6046).

**1.8.12 Holidays**

- A. Mobile, short duration, short-term stationary, or intermediate-term stationary temporary traffic control zone lane closures on mainline lanes, shoulders, or ramps shall not be performed during the following Holiday time periods without the written permission of the Department. Additionally, a long-term stationary temporary traffic control zone shall not be initially put in place,

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adjusted, or removed during the following Holiday time periods without the written permission of the Department:

- **January 1:** From 5:00 a.m. on the preceding day until Noon on the following day, except as indicated below.
- **Inauguration Day:** From 5:00 a.m. on the preceding day until Noon on the following day.
- **Martin Luther King, Jr. Day and Lee Jackson Day:** From 5:00 a.m. on the preceding Thursday to Noon on the following Tuesday.
- **Presidents Day:** As indicated below.
- **Easter:** As indicated below.
- **Memorial Day:** As indicated below.
- **July 4:** From 5:00 a.m. on the preceding day until Noon on the following day, except as indicated below.
- **Labor Day:** As indicated below.
- **September 11:** No daytime closures.
- **Columbus Day:** As indicated below.
- **Veterans Day:** From 5:00 a.m. on the preceding day until Noon on the following day, except as indicated below.
- **Thanksgiving Day:** From 5:00 a.m. on the Wednesday preceding Thanksgiving Day until Noon on the Monday following Thanksgiving Day.
- **Christmas Day:** From 5:00 a.m. on the preceding day until Noon on the following day, except as indicated below.

**If the Holiday occurs on a Friday or Saturday:** From 5:00 a.m. on the preceding Thursday to Noon on the following Monday.

**If the Holiday occurs on a Sunday or Monday:** From 5:00 a.m. on the preceding Friday to Noon on the following Tuesday.

**1.8.13 Damage Recovery for Lane Closures**

- A. Damage recovery/user costs will be assessed against the Concessionaire if all lanes are not open to traffic during the times required in the approved request for temporary lane closure. Costs will be assessed as follows and continue until all lanes are opened as determined by the Department. This assessment will be in accordance with the following table:

<b>Liquidated Damages for Lane Closures</b>			
<b>Liquidated damage (\$ per minute)</b>			
<u>Elapsed Time (min)</u>	<u>I-95, I-395, I-495, and all ramps which includes General Purpose Lanes, HOV, and Express Lanes</u>	<u>Major Arterials</u>	<u>All other roads</u>
1-5, or any portion thereof	\$0	\$0	\$0
Every additional minute or any portion thereof after	\$1,000 for the sixth minutes plus \$1,000 per each additional minutes	\$1,000 for the sixth minutes plus \$500 per	\$500 for the sixth minutes plus \$500

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initial 5 minutes stated above		each additional minutes	per each additional minutes
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The liquidated damage charges are set forth in the above table. If a Non-Permitted Closure occurs, the Department will notify the Concessionaire thereof and of the amount of associated Lane Closure Damages in writing within 48 hours of the Non-Permitted Closure. If there are no additional Non-Permitted Closures occurring within 90 days, the Department shall refrain charging of the Lane Closure Damages for the prior Non-Permitted Closures. Otherwise, the Concessionaire shall pay all Lane Closure Damages to the Department within 30 days of the date on which last written notice of Lane Closure Damages is given to the Concessionaire for violating having two (2) or more Non-Permitted Closure occurrences within 90 days. Once there is a clean period of 90 days without a Non-Permitted Closure occurrence, the new 90 days period will start for future Lane Closure Damages. All liquidated damage charges will be capped at \$100,000 per violated Non-Permitted Closure. For avoidance of doubt, the Concessionaire shall pay all Lane Closure Damages to the Department for Non-Permitted Closures that occur on all roadways except for the Non-Permitted Closures occurring within the 95 Express Lanes. If there are Non-Permitted Closures that occur on the 95 Express Lanes and another adjoining roadway, the Concessionaire shall be responsible for 50% of the resulting Lane Closure Damages.

Non-Permitted Closure: Any lane closure outside the Technical Requirements unless approved by the Department.

- B. In addition to the assessed damage recovery/user fees for failure to restore traffic lanes, the Concessionaire will not be allowed further lane closures until the reason for the failure are evaluated and the Concessionaire can provide assurance that the causes have been corrected. A formal submission as to the reasons for the failure to restore traffic lanes within the contract lane closure restrictions and the proposed corrective measures is to be provided to the Department within two (2) days of the occurrence. The Department will respond to the adequacy of the submission within two (2) working days of receipt. No modification of the Contract Price or Contract time(s) will be granted or considered for these days.
- C. The Department may, at its sole discretion, choose not to assess damage recovery/user fees for failure to open traffic if such cause is not related to or caused by the Concessionaire’s operations. The Concessionaire shall catalog user cost assessments on a daily basis and submit a tabulation along with certification from the QAM that such tabulation is correct to the Department for concurrence. The Department will make a deduction in the assessed amount from funds otherwise due to the Concessionaire under the ARCA.
- D. The Department reserves the right to monitor traffic conditions affected by the Work and to make additional restrictions as may be necessary, such as terminating a lane closure early. These adjustments shall be handled under Section 1.8.6 – Allowance for Additional Lane Closure Restriction by the Department and/or Concessionaire Request for Additional Lane Closures.

**1.8.14 Pentagon Reservation Work**

- A. Known Restricted Days (no work at Pentagon Reservation) – Concessionaire may not perform any Work at the Pentagon Reservation on the following days:
  - Memorial Day weekend;

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- Fourth of July Holiday weekend;
- September 11th for 9/11 Events;
- Day of America's 9/11 Ride (motorcycle rally typically held in August);
- Day of Ride-2-Recovery (bicycle ride that will pass through South Parking Lot near the 9/11 Memorial typically in September);
- Day of the Marine Corps Marathon;
- Day of the Army 10 Miler; and
- Up to five separate unannounced closures/work stoppages (prior to Final Completion) to facilitate VIP visits, closures for security reasons, or other special events. Any unannounced closures/work stoppages above this number will be handled under Section 1.8.6.

B. Permit Requirements

1. The Department shall be listed as the permittee for all Pentagon permits, and the Concessionaire will perform the relevant Work under the Department's permits. The Concessionaire shall prepare all permit applications, and applicable supporting data, necessary to obtain the relevant permits required to perform the relevant Work at the Pentagon Reservation.

C. The Concessionaire shall follow all rules and regulations when working on the Pentagon Reservation, including but not limited to:

1. following the Conduct on the Pentagon Reservation in accordance with Title 32 of the Code of Federal Regulations Part 234 in its entirety. A copy of the current version of the "Conduct on the Pentagon Reservation" document dated May 2007 is included in Attachment 1.8.
2. following additional Pentagon security procedures, including the prohibition of ammunition, mace, brass knuckles, or any items that could readily be used as a weapon to cause harm.

D. Designs for Work on the Pentagon Reservation are subject to additional coordination, review and comment, and approval by Pentagon representatives. The Concessionaire shall prepare separate design submittals for Work on the Pentagon Reservation at least at the preliminary, interim and final stages to secure the Pentagon's approval.

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- E. The Concessionaire shall support and attend technical and coordination meetings with the Department and Pentagon representatives throughout the Construction Period, including but not limited to design, access, security, and construction coordination related meetings. The Concessionaire shall prepare the necessary documents for review in advance of these meetings.
- F. Timing for the new traffic signals on the Pentagon Reservation and Eads Street shall be coordinated with representatives of the Pentagon, Arlington County, and the Department. Arlington County will operate these signals.

**1.8.15 Mark Center**

- A. For any Work to be performed on the Mark Center property, the Concessionaire shall follow all rules and regulations in coordination with Mark Center representatives.
- B. Designs for Work on the Mark Center property are subject to additional coordination, review and comment, and may require approval by Mark Center representatives.

**1.9 Maintenance of Traffic**

**1.9.1 General Requirements**

- A. MOT development shall be consistent with the Agreement, including these Technical Requirements, and the 395 Design-Build Contract.
- B. Work zone information shall be shared with the Department's Northern Region Operations Advanced Traffic Management System (ATMS) and any other regional ATMS and shall be approved by the Department.
- C. The Concessionaire shall provide an MOT engineer to perform the following:
  - 1. Coordinate implementation of the TMP as developed by the Concessionaire;
  - 2. Oversee the design and implementation of the MOT Plans;
  - 3. Coordinate MOT activities with the public/community outreach staff and the Department;
  - 4. Implement traffic management strategies; and
  - 5. Be continuously available during construction until Final Completion of the 395 Project and elimination of all construction traffic control.
- D. Unless otherwise approved by the Department, the MOT engineer shall be a Professional Engineer licensed in the Commonwealth who demonstrates MOT design and implementation experience of similar project complexity. The

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MOT engineer shall have completed the training and examination by the Department on the proper practices and methods for the MOT installation, maintenance and removal of temporary traffic control devices and hold the “Verification of Completion of Advanced Work Zone Traffic Control Training” certificate in his/her possession.

- E. The Concessionaire shall prepare traffic analyses and modeling for all MOT phases and stages, exclusive of closures identified in the Agreement and the 395 Design-Build Contract, in order to identify traffic impacts. The Concessionaire shall use analytical/deterministic (HCM-based) or traffic simulation/optimization tools for the analyses. Traffic analyses and modeling shall also be required for all construction activities requiring a detour, requiring closure of multiple lanes, or deviating in any way from what is set forth in the Agreement.
- F. Traffic analyses will vary depending on the magnitude of the closure, detour or other change. The scope of the traffic analyses and the assumptions to be used will be determined in a meeting held with the Department.
- G. All MOT plans and documents shall have a valid digital professional engineering stamp held by the MOT engineer.

**1.9.2 Maintenance of Traffic during Construction**

- A. The MOT engineer or designee shall be continuously available for MOT related activities during construction until Final Completion and elimination of all construction traffic control.
- B. The construction activities will be completed in accordance with the TMP, and with the requirements of the Agreement, the 395 Design-Build Contract and the Department’s Instructional and Information Memorandum IIM-LD-241.5 (Work Zone Safety and Mobility) and TE 350.1 on Work Zone Speed Analysis will be adopted for MOT on the 395 Project.
- C. The Concessionaire shall maintain traffic consistent with the agreed upon Transportation Management Plan.
- D. The Concessionaire shall conduct daily and weekly MOT inspection to ensure all traffic devices and traffic patterns are in compliance with the VWAPM and MUTCD standards. Provide a weekly MUTCD report to the Department to include the following:
  - 1. Date discrepancy was identified
  - 2. Description of discrepancy
  - 3. Corrective action required
  - 4. Date corrective action should be taken

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5. Date corrective action was completed
- E. The Concessionaire shall develop Temporary Traffic Control Plans (TCP) for each stage of construction that shows the Concessionaire's proposed construction staging and proposed traffic control devices consistent with the MOT Plan.
  - F. The Concessionaire, at its sole cost and expense, will be required to provide a uniformed law enforcement officer with a marked law enforcement vehicle equipped with a blue flashing light during set-up and take-down of all daytime intersection closures involving two or more lanes of traffic.
  - G. Detour plans shall be developed by the Concessionaire and presented to the Department for approval. The Concessionaire shall coordinate detour plans with local, state and federal agencies (as applicable) and submit and update the MOT Plan well in advance of any planned detour activity. The Concessionaire shall be responsible for all planning, consultation and coordination with impacted parties, design, implementation and monitoring, and maintenance of detours-whether within or outside the 395 Project Right of Way. The provision of detours and marking of alternate routes will not relieve the Concessionaire of the responsibility for ensuring the safety of the public or from complying with any requirements of the Agreement and the 395 Design-Build Contract.
  - H. Right of way for temporary highways, diversion channels, sediment and erosion control features or bridges required by the Technical Requirements will be planned, designed and provided by the Concessionaire.
  - I. During any suspension of Work, the Concessionaire shall temporarily open to traffic such portions of the 395 Project and temporary roadways as may be agreed upon by the Department and Concessionaire.
  - J. Unless a design exception or design waiver is granted, the geometric design for temporary roadways and temporary traffic control shall be designed, at a minimum, to the existing posted speed limit.
  - K. Certified flaggers shall be provided in sufficient number and locations as necessary for control and protection of vehicular and pedestrian traffic in accordance with the requirements of the Virginia Work Area Protection Manual (VWAPM). Flaggers shall be able to communicate to the traveling public in English while performing the job duty as a flagger at the flagger station. Flaggers shall use sign paddles to regulate traffic in accordance with the requirements of the VWAPM. Flagger certification cards shall be carried by flaggers while performing flagging duties. Flaggers found not to be in possession of their certification card shall be removed from the flagging site and operations requiring flagging will be suspended. Further, flaggers performing duties improperly will have their certifications revoked.
  - L. Restrictions on lane closures are defined in the Agreement.



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- M. Long-term closures of the shoulders adjacent to the general purpose lanes are allowable provided the closure is separated by concrete barrier as approved by the Department.
- N. Where concrete barriers are used to close the shoulder, the Concessionaire will be required to provide pull off areas in accordance with the Virginia Work Area Protection Manual.
- O. Connections with roads and public and private entrances shall be kept in a reasonably smooth condition at all times. Stabilization or surfacing material shall be applied to connections and entrances.
- P. The Concessionaire shall schedule construction operations so that approved continuous access is provided for all roads and properties. Connections or entrances shall not be disturbed by the Concessionaire until necessary. Once connections or entrances have been disturbed, they shall be maintained and completed as follows:
  - 1. Connections that had an original paved surface shall be brought to a grade that will smoothly and safely accommodate vehicular traffic through the intersection, using pavement. Connections that had an original unpaved surface shall be brought to a grade that will smoothly and safely accommodate vehicular traffic through the intersection, using either the required material or a temporary aggregate stabilization course that shall be placed as soon as practicable after connections are disturbed.
  - 2. Mainline connections shall have all lanes open during construction. If there are delays in prosecution of work for other connections, connections that were originally paved shall have at least two lanes maintained with a temporary paved surface. Those that were not originally paved shall be maintained with a temporary aggregate stabilization course.
  - 3. Mainline access/egress connections shall have all lanes open during construction unless otherwise agreed with the Department. Other entrances shall be graded concurrently with the roadway with which they intersect. Once an entrance has been disturbed, it shall be completed as soon as is practicable, including placing the required base and surface course or stabilization. If the entrance must be constructed in stages, such as when there is a substantial change in the elevation of the roadway with which it intersects, the surface shall be covered with a temporary aggregate stabilization course or other suitable salvaged material until the entrance can be completed and the required base and surface or stabilization course can be placed.
- Q. When the Concessionaire elects to complete the rough grading operations for the entire 395 Project or exceed the length of one full day's surfacing

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operations, the rough grade shall be machined to a uniform slope from the top edge of the existing pavement to the ditch line.

- R. When the surface is to be widened, the surface of pavement shall be kept free from soil and other materials that might be hazardous to traffic. Prior to opening of new pavement to traffic, shoulders shall be roughly dressed for a distance of three feet from the edge of the paved surface.
- S. Where the Concessionaire places obstructions such as suction or discharge pipes, pump hoses, steel plates or any other obstruction that must be crossed by vehicular traffic, they shall be bridged in accordance with plans submitted by the Concessionaire and approved by the Department. Traffic shall be protected by the display of warning devices both day and night. If operations or obstructions placed by the Concessionaire damage an existing traveled roadway, the Concessionaire shall cease operations and repair damages.
- T. Where existing hydraulic cement concrete pavement is to be patched, the operation of breaking and excavating old pavement shall extend for a distance of not more than two miles. Patching shall be coordinated with excavating so that an area of not more than one-half mile in which excavated patches are located shall be left at the end of any day's work. Necessary precautions shall be taken to protect traffic during patching operations.
- U. The Concessionaire shall construct, maintain, and remove temporary structures and approaches necessary for use by traffic. After new structures have been opened to traffic, temporary structures and approaches shall be removed. The proposed design of temporary structures shall be submitted to the Department for its approval together with other associated Design Documentation.
- V. If the Concessionaire fails to remedy unsatisfactory maintenance not complying with these Technical Requirements within a mutually agreed upon time after receipt of a written notice by the Department, the Department may proceed with adequate forces, equipment, and material to maintain the 395 Project. Any compensation will be in accordance with the Agreement. The Concessionaire shall have the right to dispute the Department's determination that maintenance is unsatisfactory in accordance with the 395 Design-Build Contract.
- W. All MOT plans and documents shall have a valid digital professional engineering stamp held by the MOT engineer.
- X. All Temporary Traffic Controls shall be shown on Approved For Construction Plans.
- Y. Only TL-3, Type I Re-Directive Impact Attenuators shall be used on interstates, limited access highways, major arterials, and its associated ramps

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unless otherwise approved by the Department in its sole discretion. TL-3, Type II Non-Redirective Impact Attenuators may only be used with movable barrier.

- Z. All stages and phases of construction, including installation and testing of the Electronic Toll and Traffic Management (ETTM) system, shall be covered by an MOT plan.
- AA. If any sidewalk or shared use path is requested to be closed, the alternative routes considered shall be covered by an MOT plan and approved by the Department.

### **1.9.3 MOT During Operation for Routine Maintenance and Major Rehabilitation Maintenance Work**

- A. **Lane/s and Shoulder/s Closures:** To facilitate construction and minimize inconvenience to the public for the routine maintenance and for major rehabilitation maintenance work, the Concessionaire is advised of the closure limitations listed in Attachment 1.9 – VDOT Policy for Lane Closure in NoVA District, as updated at the time of actual lane closure limitations or lane closures limitations mutually agreed between the Department and the Concessionaire.

Both the Concessionaire and the Department will coordinate and mutually agree the requirements for lane closures of the Project Assets and the GP Lanes to facilitate the routine and major rehabilitation maintenance work.

### **1.9.4 Transportation Management Plan**

- A. The Concessionaire shall prepare a Transportation Management Plan (TMP) in accordance with I&IM-241/TE-351 for all proposed Work associated with the 395 Project. The TMP shall document how traffic shall be managed during the construction of the 395 Project. This 395 Project is classified as a Type C, Category V in terms of the TMP. The Concessionaire shall coordinate all Work in accordance with the TMP. The phases in the Concessionaire's sequence of construction shall be followed unless the Concessionaire submits and secures Department approval for a sequence which will both expedite construction while lessening the effect of such construction upon the traveling public. The TMP shall incorporate and address the elements provided in this Section 1.9.
- B. The Concessionaire's TMP shall include a Maintenance of Traffic (MOT) Plan detailing all phases of Work, proposed lane closures, maintenance of traffic through the work area, and all construction accesses for approval by the Department. The MOT Plan shall also address safe and efficient operation of adjacent public transportation facilities and State Highways. The MOT Plan shall also include coordination with local agencies and other contractors performing work in the vicinity of I-395. This MOT Plan shall reflect the noted Scope of Work and all applicable Department Standards and Specifications regarding time of work. All users must be addressed and accommodated in the TMP, including pedestrians, bicyclists, transit vehicles, and other motorists.

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The TMP shall also accommodate safe and efficient snow removal operations and ensure proper drainage during all phases of construction. Access must be maintained to all businesses, residential communities, Emergency crossovers and private entrances at all times. The phases in the Concessionaire's suggested sequence of construction that accompany an approved work package shall be followed unless the Concessionaire submits and secures Department approval for a sequence which will both expedite construction while lessening the effect of such construction upon the traveling public.

- C. If additional traffic counts are required, it will be the responsibility of the Concessionaire to collect such data. The Concessionaire shall note that any proposed detour utilizing local neighborhood streets will require coordination with the applicable locality, as appropriate, and are subject to the terms and conditions of the Department's approval.
- D. Construction signs and pavement markings (temporary) shall be installed, maintained, adjusted, and removed by the Concessionaire throughout the duration of the 395 Project. These items shall be shown on and coordinated with the Sign Sequencing Plan defined in Section 3.9.3 of these Technical Requirements. Except for the existing southbound 395 general purpose lanes within the limits of the Duke-Edsall Widening, if the Concessionaire chooses to remove any existing pavement markings from any roadway to install temporary markings to facilitate his work, the Concessionaire shall resurface the roadway in accordance with Section 3.8 of these Technical Requirements.
- E. All entrances, intersections or pedestrian access points/routes that will be affected by the work zone or by the traffic control devices shall be maintained or an acceptable alternate must be provided by the Concessionaire.
- F. Temporary barriers shall be shown in the MOT Plans and shall be in accordance with Attachment 1.5a. If Traffic Barrier Service Concrete (TBSC) is warranted based on the criteria for determining the application of barrier per the 2011 (revised April 2015) Work Area Protection Manual and a completed Engineering and Traffic Investigation-Work Zone Channelization/Barrier Analysis, the guidelines provided in the Roadway Design Manual and IIM-LD-93 shall be utilized.

### **1.10 Reporting During Operating Period**

- A. The Concessionaire shall prepare and provide to the Department regular reports during the Operating Period (as more fully described below). All reports prepared by Concessionaire shall include, at a minimum, those items shown below in a format mutually agreed to with the Department and sufficient to allow the Department to meet its regulatory reporting responsibilities.
- B. During the Operating Period, the Concessionaire's quarterly O&M report shall be mutually agreed to with the Department and may include the following:

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1. planning and implementation of operations, including work plans for the future periods;
  2. roadway operations;
  3. Incident response;
  4. routine maintenance activities;
  5. customer service log, detailing complaints or requests, and their disposition;
  6. O&M inspections;
  7. long term participation SWaM goal;
  8. a summary of issues related to Performance Points during the reporting period;
  9. quality management activities; and
  10. performance timeliness.
- C. During the Operating Period, in addition to all other reporting required by the Agreement and Law, the Concessionaire's annual report shall include the following:
1. Summary of quarterly issues and trends as required for the Department's reporting to FHWA;
  2. Summary of issues related to Performance Points; and
  3. a report on the O&M Overhead Costs of the O&M Contractor or its Affiliates.
- D. The Concessionaire Management Plan shall describe the proposed formats, means of distribution, and recipients of the reports.
- E. The Concessionaire shall maintain at all times, at its office, a minimum of one hard copy complete set of all reports shown above for the previous six months only. All reports shall be available to the Department for inspection and audit. Additional reports may be required as future needs dictate, and the reports listed above may be deleted (by mutual consent of the parties).

## 1.11 Third Parties and Permitting

### 1.11.1 Permitting

- A. The Concessionaire shall coordinate with Governmental Authorities and other entities having interests in the 395 Project, with assistance from the Department as reasonably requested. All Government Approvals applicable to construction Work will be the responsibility of the Concessionaire. The Concessionaire shall provide copies of all permits and permit modifications to the Department upon receipt.
- B. The Concessionaire shall obtain any required waiver or variance from each applicable local government regarding a local noise ordinance, as needed to prosecute the Work. The Department will make reasonable efforts to assist the Concessionaire in obtaining any such waiver or variance. The Concessionaire shall adhere to the requirements of the noise waiver in planning and performing any construction. If the local government identifies a violation all costs associated with any delays or corrective action is the responsibility of the Concessionaire.
- C. The Concessionaire will be responsible for all costs associated with compliance with any ordinance and Law or any violations of Law attributed to the activities of the Concessionaire in accordance with the Agreement.
- D. For Pentagon Reservation permitting, see Section 1.8.14 and 1.11.7 of these Technical Requirements.

### 1.11.2 Third Parties

- A. If any portion of the 395 Project is located within the limits of a municipality or locality, military installation, or other federally owned property, the Concessionaire shall cooperate with the appropriate officials and agents in the prosecution of the Work to the same extent as with the Department.
- B. The Concessionaire shall coordinate its activities with WMATA, municipalities and localities, the Pentagon, and other contractors working in the area. As provided in the Agreement and the 395 Design-Build Contract, the Concessionaire's work program and schedule shall consider and coordinate with the work of other contractors involved with adjacent work, including maintenance, in the corridor.
- C. If other separate contracts are awarded by the Department or by other Governmental Authorities, including projects under the PPTA, that affect the Concessionaire's work, including work related to abutting roadways and connectors and work associated with a TAMS contract, the Concessionaire will coordinate its work with the work being performed by the other contractors. The Department will contractually require its separate contractors to cooperate with, and coordinate their activities with, the Concessionaire.

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D. The Concessionaire shall be responsible for contacting other contractors regarding their anticipated schedules to complete the associated projects or key milestones of the associated projects they are/will be working on. These contractors are/will be working on other improvement projects including, but not limited to, the following:

1. Department of Rail and Public Transportation Transit Improvements
2. Department Preventative Maintenance and Operational Contracts
3. Concessionaire Preventative Maintenance and Operational Contracts
4. Duke Street Pedestrian Improvements
5. I-395 Electrical Retrofit
6. Edsall Road Sidewalk Improvement Project
7. Edsall over I-395
8. Bridge Rehab at Route 7 (King Street) over I-395
9. I-395 over Glebe Road and I-395 over Ramp G
10. Landmark Mall Redevelopment
11. I-395 over Four Mile Run
12. Route 236 (Duke Street) over I-395 Bridge Rehab
13. Operational Improvements at Seminary Road, Shirlington Interchange, and Duke Street of I-395
14. I-395 Service Panel and Lighting Upgrade Phase 2
15. I-395 Ramp Metering Upgrade
16. Any locality and Pentagon projects

E. The Concessionaire shall not impede the access or progress of such work by other contractors, but shall cooperate and coordinate with other contractors for the timely completion of all construction activities. This shall include attendance at coordination meetings deemed necessary or advantageous by the Department or the Contractor.

**1.11.3 Fire Hydrants**

A. No Work shall be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority.

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- B. When the Concessionaire's Work requires the disconnection of "in service" fire hydrants, the Concessionaire shall notify the locality's fire department or communications center at least 24 hours prior to disconnection. In addition, the Concessionaire shall notify the locality's fire department or communications center no later than 24 hours after reconnection of such hydrants.

**1.11.4 Construction Over or Adjacent to Navigable Waters**

- A. The Concessionaire shall be responsible for obtaining a permit from the U.S. Coast Guard for the anticipated construction activities that cross a waterway under the jurisdiction of the U.S. Coast Guard.
- B. Prior to starting demolition or construction operations the Concessionaire shall attend a coordination meeting with the Department and the U.S. Coast Guard to present its planned operations and the potential impacts those operations may pose to water traffic. The Concessionaire shall, in consultation with the U.S. Coast Guard, establish the proper protocol for Emergency closures and be governed accordingly. The protocols will be confirmed in writing with the Department and the U.S. Coast Guard and incorporated in the 395 Project Development Plans.
  - 1. **Activities subject to Coast Guard regulation under the Permit.** Following the U.S. Coast Guard coordination meeting, the Concessionaire shall incorporate its proposed schedule of operations as part of its Baseline Schedule. The Concessionaire shall incorporate the Department's comments and submit its notice of scheduled operations to the Department and to the U.S. Coast Guard at least 45 days prior to commencement of any permitted construction activities. U.S. Coast Guard acceptance of the Concessionaire's written schedule of operations affecting navigable waters is a condition precedent to the Concessionaire's commencement of any construction activities.
  - 2. **Activities that require channel closures or restrictions.** In addition to the submittal of its proposed schedule of operations as described above, Concessionaire shall submit plans that comply with the Coast Guard Permit for falsework, cofferdams, floating equipment and other obstructions to the channel or channels to the Department. The Concessionaire's attention is directed to the possibility that advance notification for consideration of approval may vary depending on the type and duration of proposed closure(s), the time of year for requested closure(s), and location of existing bridge(s) and waterway(s) involved, and the impact to entities served along or through the waterway(s).
- C. The Department shall review and provide written comments, if applicable, to the Concessionaire within 14 days following receipt of the Concessionaire's



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plans. The Concessionaire shall give due consideration to the Department's suggested amendments or comments and, to the extent it deems appropriate, incorporate the Department's comments and submit its plans to the Department and to the U.S. Coast Guard at least 45 days prior to commencement of any permitted construction or demolition operations. The Concessionaire may not commence activities that require channel closures or restrictions without the prior written approval of the Department and the U.S. Coast Guard. The Concessionaire shall be responsible for complying with all operational requirements that the U.S. Coast Guard may place on the Concessionaire as conditions of approval.

- D. In addition, the Concessionaire shall request and obtain Department and U.S. Coast Guard approval in writing before commencing any operations that deviate from the Concessionaire's schedule of operations when these operations interfere or have the potential to interfere with navigation of water traffic outside of timeframes previously approved by the Department and the U.S. Coast Guard.
- E. Notices shall be sent to the U.S. Coast Guard, Fifth District Bridge Office (OBR), 431 Crawford Street, Portsmouth, VA 23704-5004. Payment of any penalty or fine that may be levied by the U.S. Coast Guard for Concessionaire violations of bridge regulations found in 33 CFR Parts 115, 116, 117 and 118 shall be the responsibility of the Concessionaire.

**1.11.5 Other Permitting for Construction In, Over and/or Adjacent to Navigable Waters**

- A. Subject to the Agreement and the 395 Design-Build Contract, the Concessionaire shall be responsible for obtaining any other permits required by other federal and state agencies including but not limited to the U.S. Army Corps of Engineers, the Virginia Department of Environmental Quality, and the Virginia Marine Resources Commission for the anticipated construction activities that cross a waterway and/or are otherwise under the respective agency's jurisdiction. The Department shall provide assistance as needed.
- B. Prior to starting demolition or construction operations the Concessionaire shall organize and attend coordination meeting(s) with the Department and the respective agencies to present its planned operations and the potential impacts those operations may pose. The Concessionaire shall, in consultation with the agency or agencies, establish the proper protocol for permit compliance and conditions for work stoppage and be governed accordingly. The protocols shall be confirmed in writing with the Department and the agency or agencies and shall be incorporated in the 395 Project Development Plans. The Department and agency approval is required prior to commencement of construction activities.

**1.11.6 Northern Virginia Regional Commission – Four Mile Run**

- A. The Concessionaire or its nominee shall acquire all necessary permits required by the Northern Virginia Regional Commission (NVRC) for construction projects in the Four Mile Run watershed. The permit requirements for Four Mile Run as established by the NVRC are provided in the link below:

<http://www.novaregion.org/index.aspx?NID=429>

**1.11.7 Pentagon Reservation**

- A. Before the Concessionaire begins any Work on the Pentagon Reservation, it must secure the necessary permits. The Concessionaire will prepare the information required for approval of the necessary permit forms and forward them to the Department. The Department shall be listed as the permittee for all Pentagon related permits. If the information is incomplete, the Department will return the forms to the Concessionaire for corrections. The Concessionaire or the Department will submit the forms to the Pentagon representatives for their review and approval. Permit forms will need to be completed well in advance of the corresponding Work covered by a requested permit. Properly completed forms can take up to four (4) months for review and approval by Pentagon representatives.
- B. Violation of the conditions of an issued permit is prohibited and may result in the loss of access to the Pentagon Reservation.
- C. At a minimum, the following permits, including supporting drawings and documentation, will be required for Work performed on the Pentagon Reservation (copies of the current version of these permit forms are included in Attachment 1.8):
1. “Application/Permit for Use of Space on the Pentagon Reservation” (DD Form 2798);
  2. “Pentagon Reservation Excavation Permit Application” will be required for both boring operations and construction operations;
  3. “Building Code Permit Application”; and
  4. “WHS PBMO Reservation Installation Application (RIA)”.
- D. The Concessionaire shall follow all rules and regulations when working on the Pentagon Reservation, including but not limited to working in accordance with approved permits, following the Conduct on the Pentagon Reservation, and working within approved hours.

**1.11.8 Mark Center**

- A. Before the Concessionaire begins any Work on the Mark Center property, it must comply with the provisions of Section 1.8.15 of these Technical Requirements. If permits are required, the Concessionaire will prepare the information necessary for approval of the permit forms and forward them to the Department. The Department shall be listed as the permittee for all Mark Center related permits. If the information is incomplete, the Department will return the forms to the Concessionaire for corrections. The Concessionaire or the Department will submit the forms to the Mark Center representatives for their review. If permits are required, permit forms will need to be completed well in advance of the corresponding Work covered by a requested permit. Properly completed forms may require approval by Mark Center representatives which could extend the permitting process.
- B. Violation of the conditions of an issued permit is prohibited and may result in the loss of access to the Mark Center property.
- C. At a minimum, the following permits, including supporting drawings and documentation, will be required for Work performed on the Mark Center property:
  - 1. “Application/Permit for Use of Space on the Mark Center property” (DD Form 2798);
  - 2. “Mark Center Excavation Permit Application” will be required for both boring operations and construction operations;
  - 3. “Building Code Permit Application”; and
  - 4. “WHS PBMO Reservation Installation Application (RIA)”.

**1.12 Emergency Services**

**1.12.1 Liaison**

The Concessionaire shall comply with the Department requirements for participation in industry and statutory initiatives regarding Emergency management, where applicable.

**1.12.2 Emergencies and Extraordinary Circumstances**

- A. Subject to the Agreement and the 395 Design-Build Contract, the Concessionaire’s response to Emergencies and extraordinary circumstances as part of the 395 Project will be in accordance with the Agreement and the 395 Design-Build Contract and not inconsistent with the Department’s Emergency evacuation plan and shall ensure that:
  - 1. safety of motorists, pedestrians and workforce personnel shall be the primary objective for all decisions and actions;

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2. clearance of a travel lane for Emergency response vehicles shall be by the most expedient route whether GP Lanes or HOT Lanes (in such circumstances, the decision of the Department or the Emergency services in charge shall govern);
  3. military vehicles acting in an Emergency response capacity or in defense of the sovereign homeland of the United States of America shall be given free and unrestricted access to the HOT Lanes;
  4. if the U.S. Secret Service (USSS), in coordination with the Virginia State Police (VSP), determines movements of the President of the United States require use of the HOT Lanes, the Concessionaire shall cooperate and comply fully with USSS and VSP instructions with respect to Work activities, lane closures and traffic management;
  5. the Department reserves the right, by direction of the Northern Virginia District Administrator or the NRO Director, to assume and exercise control of the HOT Lanes in part and/or in their entirety, including all applicable systems and field devices via available interfaces, pursuant to the Agreement and the 395 Design-Build Contract; and
  6. the Concessionaire will, as needed, participate in Emergency exercises conducted by Governmental Authorities.
- B. During special events that have significant impact on traffic flow, the Concessionaire shall designate a responsible party in charge to work with the Department's NRO Special Events and Incident Management Coordinator to develop traffic management plans for the event.
- C. Should the Concessionaire fail to respond to an Emergency or extraordinary circumstance in a timely manner in accordance with the requirements of the Agreement and the 395 Design-Build Contract, the Department shall have the right to take necessary and appropriate action to handle such Emergency or extraordinary circumstance.

**1.13 Safety**

**1.13.1 General Requirements**

- A. The Department and the Concessionaire recognize that in every circumstance, activity, and decision related to the 395 Project, safety of the public, Concessionaire personnel, and Department personnel is the primary concern. Ensuring and maintaining safety on the 395 Project shall supersede any and all other objectives.
- B. The Concessionaire shall designate a full-time 395 Project safety officer for the Construction Period. The 395 Project safety officer will ensure that

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designated 395 Project personnel can be contacted by the Department and Emergency services personnel at all times.

**1.13.2 Construction Safety and Health Standards**

- A. Compliance with construction safety and health standards is a condition of the Agreement and the 395 Design-Build Contract, and shall be made a condition of each subcontract entered into pursuant to the Agreement and the 395 Design-Build Contract. The Concessionaire and any Contractor shall not require any worker employed in performance of the Agreement and the 395 Design-Build 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 U.S. Secretary of Labor in accordance with the requirements of Section 107 of the Contract Work Hours and Safety Standards Act.
- B. The Concessionaire shall comply with the Virginia Occupational Safety and Health Standards adopted under the Code of Virginia and the duties imposed under the Code. Any violation of the requirements or duties that is brought to the attention of the Concessionaire by the Department or any other person shall be immediately abated.
- C. Pursuant to the above, the Concessionaire shall comply with the safety requirements as outlined in the Health, Safety and Security Plan as prepared under the Agreement and the 395 Design-Build Contract and Attachment 1.3. The Concessionaire shall ensure that proper safety training that satisfies all Law and the Health, Safety and Security Plan is provided to all relevant personnel before such personnel are permitted access to the 395 Project or 395 Project site.
  - 1. Hard hats and appropriate safety footwear (steel or composite toe) as per ASTM F 2413 (Specification for Performance Requirements for Protective Footwear) shall be worn while participating in or observing all types of field Work when outside of a building or outside the cab of a vehicle, and exposed to, participating in or supervising construction.
  - 2. 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 that the employee is protected by engineering controls.
  - 3. Adequate eye protection [safety glasses as per ANSI/ISEA Z87.1-2010 (Z87+) (Standard for Occupational and educational Eye and Face Protection Devices)] shall be worn in the proximity of grinding, breaking of rock and/or concrete, while using brush chippers, striking metal against metal or when working in situations where the eyesight may be in jeopardy.

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4. A Class 3 high visibility shirt, vest or jacket as per ANSI/ISEA 107-2004 (Standard for High-Visibility Safety Apparel and Headwear) shall be required at all times when on or near any roadway, whether or not protected by a concrete or steel barrier. In addition, Class 3 pants are required whenever not protected by a concrete or steel barrier. Note: This must be worn over any other clothing such as rain coats.
5. Standards and guidelines of the current Virginia Work Area Protection Manual shall be used when setting, reviewing, maintaining, and removing traffic controls.
6. Flaggers shall be certified in accordance with the Virginia Flagger Certification Program.
7. 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 safety bar or blocking.
8. Explosives shall be purchased, transported, stored, used and disposed of by a Virginia State Certified Blaster in possession of a current criminal history record check and a commercial driver's license with hazardous materials endorsement and a valid medical examiner's certificate. All Federal, State and local regulations pertaining to explosives shall be strictly followed.
9. All electrical tools shall be adequately grounded or double insulated. Ground Fault Circuit Interrupter (GFCI) protection must be installed in accordance with the National Electrical Code (NEC) and current Virginia Occupational Safety and Health agency (VOSH). If extension cords are used, they shall be free of defects and designed for their environment and intended use.
10. No person shall enter a confined space without training, permits, and authorization.
11. Fall protection shall be required whenever an employee is exposed to a fall six feet or greater.
12. Hearing protection as per ANSI/ISEA S12.68-2007 for hearing protection must be carried at all times and must be worn when working near areas where excessive noise is being generated.
13. When working near hot areas, such as road asphaltting, long sleeve cotton shirts and pants must be worn whether night or day.
14. All damaged or worn PPE must be replaced immediately. No person may undertake any task using or wearing faulty PPE.

- D. The Concessionaire shall comply with all Pentagon related safety rules and guidelines when working on the Pentagon Reservation.

## **1.14 Force Account**

The Department will issue a Directive Letter to the Concessionaire requiring the Concessionaire to move forward with the additional work on a Force Account basis, pursuant to the terms of the Agreement, when the Department and the Concessionaire cannot firmly establish an agreeable price for the work. Work performed on a Force Account basis will be compensated by way of Allocable Costs as defined in the Agreement.

## **2 Public Information and Communications**

### **2.1 Public Information**

#### **2.1.1 General Requirements**

The Concessionaire in collaboration with the Department shall develop the required process and procedures for media relations and public information in the form of a Communications, Consultation, Public Outreach, and Community Engagement Plan, which will be consistent with the Agreement and the requirements included in Attachment 1.3. These processes and procedures will acknowledge that there are differing responsibilities for both parties during the Work period and throughout the Operating Period.

#### **2.1.2 Interface and Liaison with the Department**

- A. Management protocols shall be developed between the Concessionaire's 395 Project communications team and the Department's Representative. These protocols shall detail:
1. a regime of regular reporting to the Department on marketing and communications activities, current and outstanding community issues, and recent media activity;
  2. media protocols, providing clarity of responsibility in relation to media comment on particular aspects of the 395 Project;
  3. stakeholder relations protocols, assigning responsibility for briefing and information to stakeholders on 395 Project progress and milestones;
  4. requirements in relation to Department's review and comment on 395 Project marketing, communications, and public outreach material; and
  5. processes for managing communications surrounding emergency management and recovery operations.

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- B. Meetings and public interface required by federal and state law will be conducted in accordance with the current version of the Department's *Policy Manual for Public Participation in Transportation Projects*. The Concessionaire will conduct additional meetings, public interface and marketing activities in accordance with the Communications, Consultation, Public Outreach, and Community Engagement Plan.
- C. The Concessionaire shall collaborate with the Department in the development of all communications and marketing strategies to ensure they are consistent with both parties' values, needs, and goals. The Concessionaire shall provide the Department with advance copies of project- communications materials for review and comment prior to dissemination. The Department will provide any comments in a timely fashion.
- D. The Department reserves the right to review and comment on any public communications, including publicity and branding.

### 2.1.3 Project Communications Team

- A. The Concessionaire shall establish a 395 Project communications team through which all communication and public outreach activities on the 395 Project on behalf of the Concessionaire will be coordinated.
- B. The 395 Project communications team will include:
  - 1. a public affairs manager and adequate support staff and/or consultants, who shall have responsibility for coordinating delivery of the Public Information and Communications Plan. The public affairs manager will manage the relationship with the Department's communication team and reporting on all communications and outreach activities;
  - 2. a public information manager and adequate support staff and/or consultants, responsible for community outreach and information activities during the Work period. The public information manager will report to the Design-Build Contractor's functional management but will operate as a member of the 395 Project communications team; and
  - 3. the 395 Project communications team to develop and agree upon team protocols for communication between team members, incorporating measures related to notification and approval timeframes, media interface, and preparation of 395 Project communication materials.

### 2.1.4 Design-Build Public Information and Involvement

- A. The Concessionaire's and the Department's communications team shall maintain an open dialogue with the stakeholders and communities immediately surrounding the 395 Project with the objective of building a long-term



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relationship based on trust and respect. The Concessionaire will work with the communities to identify specific concerns and strategies for mitigation.

**2.1.5 Pre-Operating Period and Operating Period – Public Engagement and Awareness**

- A. No less than 180 days prior to Service Commencement the Concessionaire shall take measures to inform users to ensure that the motorists are educated about the features and benefits of the 395 Project, so that they can make an informed choice about their use of the HOT Lanes once open to traffic.
- B. The Concessionaire shall develop a public engagement and awareness program to fit within the context of the broader Communications, Consultation, Public Outreach, and Community Engagement Planform the 395 Project. It shall address but will not be limited to:
  - 1. education about dynamic pricing, if used;
  - 2. information on requirements for using HOT Lanes, including HOV eligibility and transponder requirements;
  - 3. plans for the opening of the 395 Project to traffic and communications that will facilitate smooth ongoing operations;
  - 4. interface with E-ZPass marketing and communications, to facilitate distribution of transponders to motorists who intend to use the HOT Lanes;
  - 5. education about driver information systems in use on the HOT Lanes, so motorists understand on-road sources of information that will facilitate choice and lane control signals (LCS) of the lane use management system (LUMS), if applicable;
  - 6. provision of information to motorists and stakeholders to facilitate the MOT during ongoing maintenance activities. This shall include:
    - i. packaging of all MOT information, such as anticipated delays and lane closures, for provision to the 395 Project communications team and to the Department’s communication team on a regular basis, to facilitate communication with the media, stakeholders, and the broader community; and
    - ii. communication with property owners in direct impact areas.
  - 7. The Concessionaire and the Department will coordinate closely in outreach and communications to elected officials related to the 395 Project. The 395 Project communications team will work with project management to develop and agree upon a protocol to ensure consistent and effective communications to elected officials directly related to the

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395 Project. Both the Department and the Concessionaire will have ongoing dialogues with the elected officials and other key stakeholders.

8. coordination with local agencies; and
9. notification program to inform motorists and the broader community about expected traffic changes/delays

## **2.2 Media Relations**

### **2.2.1 Media Outreach**

- A. While there will be some overlap between the Parties on some communications and outreach activities during the Work period and Operating Period, The Department will serve as the sole source to the news media and community stakeholders on specific lane closures, delays, detours, and other construction-related impacts associated with the 395 Project. The 395 Project communications team will put processes in place to ensure close coordination with the Department on media outreach activities, issues, and responses, and will promote consistency with the Communications, Consultation, Public Outreach, and Community Engagement Plan.
- B. The Concessionaire shall:
  1. develop and provide a set of media protocols upon which the Department and Concessionaire will agree to govern responsibilities and reporting in relation to contact with the media, including guidelines for information sharing, policies to promote consistent messages, and procedures specific to managing emergencies and incidents.
  2. develop and provide to the Department for review and comment a set of media protocols within the 395 Project team;
  3. proactively build and maintain relationships, in collaboration with the Department, with local media;
  4. provide timely response to media inquiries and keep the Department informed of media inquiries regarding the 395 Project and the nature of responses that are documented as mutually agreed;
  5. provide relevant 395 Project information to the media in a timely fashion;
  6. monitor all media coverage of the 395 Project; and
  7. provide copies of all press releases or other media materials to the Department in advance of distribution.

## **2.3 Project Marketing**

### **2.3.1 Project Branding**

All public communications on the 395 Project will be undertaken within the framework of a uniform project ‘brand’ to ensure consistency of the marketing and communications across all project phases. The branding will be developed by the Concessionaire and is subject to the Department’s review and comment.

### **2.3.2 Market Research and Analysis**

- A. Communication, marketing, and public outreach activities will be designed to respond to the issues, attitudes, and attributes of the communities and market segments relevant to the 395 Project.
- B. The Concessionaire shall:
  - 1. conduct market research as required to guide marketing and communication activities; and
  - 2. establish project communication benchmarks and measure and report on community awareness, attitudes, and satisfaction towards the 395 Project.

## **2.4 Communities and Public Outreach**

### **2.4.1 Integrated Communications, Consultation, Public Outreach, and Community Engagement Plan**

- A. The Concessionaire shall deliver an integrated Communications, Consultation, Public Outreach, and Community Engagement Plan that:
  - 1. provides an effective framework for communication between the Concessionaire and stakeholders;
  - 2. effectively engages the community in the design, construction, and operation of the 395 Project to minimize negative impacts and maximize positive outcomes;
  - 3. builds a strong and enduring relationship with stakeholders and the community within the toll facilities catchments over the life of the 395 Project;
  - 4. identifies and manages risks associated with the 395 Project;
  - 5. develops a strong and enduring brand relationship between the community, toll facility drivers, and the owners and operators of the 395 Project;

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6. maximizes public awareness of the features and benefits of the HOT Lanes; and
  7. ensures the public understands how best to use the HOT Lanes and the requirements for travel on the system, including congestion pricing and paying tolls, obtaining and using transponders, and user eligibility requirements.
- B. The Public Information and Communications Plan, consistent with the Department's goals for the 395 Project, will be presented to the Department for review and comment and will form the basis for all communication activities during the design and construction of the 395 Project, as well as during the Work pre-operational and Operating Periods.
- C. The plan shall provide a detailed outline of communication tools and strategies to be employed during each phase of the 395 Project development, delivery, and operation, including the matters outlined in the sections below.
- D. The plan shall contain a crisis communications plan and procedures for coordination with the Department and responsiveness to the media.

**2.4.2 Stakeholder Outreach and Information**

- A. The Concessionaire shall develop, deliver, and operate the 395 Project in a manner consistent with building and maintaining effective working relationships with all stakeholders in the 395 Project's success.
- B. The Concessionaire shall:
1. develop and maintain a comprehensive stakeholder database to track and manage stakeholder communication that will be shared with the Department's Customer Relations Management (CRM) system;
  2. develop and maintain the 395 Project website;
  3. ensure that the website shall at a minimum contain a graphical 395 Project overview, contact information, plan of work for the coming month, overall 395 Project schedule, a frequently asked questions area, and updated 395 Project photos. The website shall be updated as necessary throughout the duration of the 395 Project;
  4. provide a point of contact and phone number for the public to ask questions and share concerns during the 395 Project;
  5. develop, in collaboration with the Department, a proactive program of stakeholder engagements to brief local stakeholders on the 395 Project's progress, features and benefits;

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6. where possible, afford stakeholders the opportunity to provide input to project planning and development;
7. develop tailored marketing and communications material for relevant stakeholder groups;
8. establish ongoing mechanisms for stakeholder information and input during the 395 Project's operational phase, including communications surrounding enforcement technologies and strategies; and
9. establish partnerships with local groups and organizations where there is mutual benefit in supporting the 395 Project.

### **3 Design and Construction Requirements**

#### **3.1 General**

- A. The 395 Project shall be designed and constructed pursuant to the design criteria and specifications set forth in the Agreement including these Technical Requirements.
- B. The Work shall not preclude the local, state, and federal long-range transportation planning improvements.
- C. All Design Documentation and Construction Documentation shall comply with the requirements of applicable Governmental Authorities.
- D. Where the Work to be performed does not meet minimum American Association of State Highway and Transportation Officials (AASHTO) standards and specifications, the Concessionaire shall submit to the Department a design exception, pursuant to the Department's Instructional and Informational Memorandum on design exceptions, (using LD-440 format) for Department and FHWA approval. Attachment 1.5c identifies Design Exceptions already approved for use on the 395 Project.
- E. Where the Work to be performed meets or exceeds minimum AASHTO design criteria, but does not meet the Department's minimum standards and specifications, the Concessionaire shall submit to the Department a design waiver (using LD-448 format) for Department approval. Attachment 1.5c identifies Design Waivers already approved for use on the 395 Project.
- F. The Concessionaire is solely responsible for acquiring design exceptions and design waivers. The Department's approval of a Concessionaire request for a design exception does not guarantee FHWA approval. Previously submitted design exceptions and design waivers are subject to reevaluation if additional information becomes available that was not known at the time of initial submittal or conditions change that were used in the analysis of the original

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design exception or design waiver and, in either case, if such additional information or changed conditions materially affect the premise on which the original design exception or design waiver at issue was based.

- G. The Concessionaire shall take all reasonable efforts to ensure that the condition of existing buildings, structures, roadways, sidewalks, paths, trails, signs, lighting, TTMS and signal equipment, or other property that is to remain is not adversely affected by the performance of the Work. Prior to commencing Work the Concessionaire shall perform property pre-condition surveys and monitor their condition during the Work period. The Concessionaire shall repair any damage caused by the Work to at least a condition comparable to that which existed immediately prior to the damage. The Department shall be given the opportunity to witness any pre-condition surveys and/or monitoring and the Concessionaire shall make the results available to the Department before commencing any Work that may affect the property.
- H. Values for properties of materials to be used in the Work shall conform to the specified values or range of values in the Standard Documents and specified in the Technical Requirements. Less than complete conformity may be tolerated if obtaining exact or complete conformity would not be feasible and if authorized by the Department. If permissible tolerances are exceeded or if consistent deviations from the plans or abrupt changes in grade occur, even though within the tolerances, the Concessionaire shall ensure that the affected areas are reconstructed to conform to the specified tolerance such that the Work is fit for its intended purpose.
- I. The 395 Project is considered part of the Strategic Highway Network (STRAHNET).
- J. All Design Documentation and Construction Documentation shall be in English units.
- K. The Concessionaire shall ensure that areas impacted by the Work are subject to continual and un-interrupted removal of rubbish, scrap material, and debris. Work sites shall have a neat, safe and orderly appearance at all times. Prior to Final Completion the Concessionaire shall remove its construction equipment, materials and debris from the 395 Project Right of Way and other property used by or adjacent to the 395 Project.
- L. When removal of mailboxes and newspaper boxes is made necessary by construction operations, the Concessionaire shall place them in temporary locations so that access to the boxes will not be impaired. Prior to Final Completion, boxes shall be placed in their permanent locations as agreed with the Department, upgraded to current criteria, and left in as good condition as when found.
- M. The Concessionaire shall take all reasonable efforts to preserve property and improvements along the boundary lines of and adjacent to the Work unless the

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removal or destruction is absolutely required and consistent with the Construction Documentation. The Concessionaire shall use suitable precautions to prevent damage to such property. If property is damaged, the Concessionaire shall restore property to a condition similar or equal to that existing before such damage was done by repairing, rebuilding, or restoring, or making settlement with the property owner. Where property of third parties has been damaged and repaired by the Concessionaire, the Concessionaire shall secure from the owner a release from any claim against the Department. A copy of this release shall be furnished to the Department.

- N. The Concessionaire shall provide certified letters to the property owners at the address on record that comply with the Code of Virginia § 33.1-94, Right of Entry. Copies of the letters, signed return receipt or proof of delivery shall be provided to the Department fifteen days after the proof of delivery. Notice of intent to enter shall be deemed made on the earlier of the date of mailing, if mailed, or on the date delivered.

## **3.2 Inspection of Work**

### **3.2.1 Inspection of Work**

- A. The Concessionaire is responsible for continuous quality control and quality assurance in accordance with the QMSP. All stages, materials, and details of the Work are subject to independent inspection by the Department in accordance with the Agreement. The Department shall be allowed access to all parts of the Work in accordance with the Agreement, subject to meeting the requirements under the Health, Safety and Security Plan, and shall be furnished such information and assistance by the Concessionaire in accordance with the Agreement. The Department shall have ready access to machines and plant equipment used in processing or placing materials.
- B. The Concessionaire shall keep the Department informed of planned operations in accordance with the requirements of the Agreement.
- C. If materials are used or Work is performed without following the relevant QMSP, the Department may require the Concessionaire to remove and replace nonconforming Work or material at no additional cost to the Department. The Concessionaire shall abide by the relevant QMSP in terms of correcting defective, deficient, or non-conforming Work. Any such defective, deficient, or non-conforming Work that is not completely replaced or otherwise remains in place, must be accepted by the Department prior to the addition of any new Work being constructed on or adjacent to the defective, deficient, or non-conforming Work, unless otherwise mutually agreed by all parties. Approval or disapproval of non-conforming Work shall be given by the Department within fourteen (14) days of submittal to the Department, or as otherwise mutually agreed. Any basis for disapproval must be submitted to the Concessionaire in writing by the Department. At the sole discretion of the Department, the Department may allow the Concessionaire to provide the

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Department with a credit to the 395 contract value for the Department's acceptance of such non-conforming Work.

- D. If an inspection reveals that Work has not been properly performed, the Concessionaire shall promptly inform the Department of its Project Schedule update for correcting such Work and the time when an inspection of the corrected Work can be made in accordance with the relevant QMSP.

### **3.2.2 Removal of Unacceptable or Unauthorized Work**

- A. The QMSP must ensure that Work that does not conform to the requirements of the Agreement and the 395 Design-Build Contract, is promptly identified by the responsible party, as identified in the QMSP. Such Work shall be designated as unacceptable and shall be remedied or removed and replaced within 30 days or as agreed to by the Department and will not be covered or incorporated into the 395 Project, unless as otherwise agreed by the Department.
- B. No Work shall be done until the Concessionaire establishes the applicable right-of-way, lines and grades. Work that is done beyond the lines shown on the plans, unless otherwise agreed, will be considered unauthorized. Such Work shall be subject to review by the Department and may be ordered removed or replaced.
- C. If the Concessionaire fails to comply promptly with any order of the Department or the Quality Assurance Manager made under the provisions of the Quality Management System Plan or the Department's Minimum Requirements for Quality Assurance & Quality Control on Design-Build & Public-Private Transportation Act Projects – January 2012, the Department or the Quality Assurance Manager will have the authority to cause unacceptable Work to be remedied or removed and replaced and unauthorized Work to be removed. If the Concessionaire has failed to exercise the appropriate oversight of the 395 Project with regards to the remedy of defective, deficient, or non-conforming Work, or the prevention of such defective, deficient, or non-conforming Work from re-occurring, the Department shall have the right to stop or suspend the affected Work until such time the defective, deficient, or non-conforming Work is remedied.

## **3.3 Environmental**

### **3.3.1 Environmental Documentation**

- A. The Concessionaire will comply with the environmental commitments set forth in the approved NEPA Document(s) as defined in the 395 Design-Build Contract.
- B. The Concessionaire will ensure that the environmental commitments and all conditions of regulatory approvals made in the approved NEPA Document(s),



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including the documentation referenced in Table 3.3 & 3.3b are implemented at the appropriate phase of the 395 Project development. The Concessionaire will provide documentation to the Department as each environmental commitment and/or condition of a Regulatory Approval is implemented.

Table 3.3 NEPA Documentation for the I-395 Express Lanes Northern Extension	
Document	Date
Draft Environmental Assessment	September 2016
Finding of No Significant Impact (FONSI)	To be completed ( by no later than April 30, 2017)
Right of Way Re-evaluation review (395 Project)	To be completed
Environmental Certification review (395 Project)	To be completed
Plans, Specification and Estimate (PS&E) Re-evaluation review (395 Project)	To be completed

Table 3.3b NEPA Documentation for VDOT Assets	
Document	Date
Categorical Exclusion (Duke-Edsall Widening)	To be completed (by no later than April 30, 2017)
FONSI - Seminary Road HOV Ramp	June 12, 2012
[NEPA Documentation] 395 General Purpose Lane Bridge Repairs	[ Is part of 395 Project NEPA]

- C. If the Concessionaire becomes aware of new information that may have a bearing on environmental impacts or the Concessionaire proposes changes to the 395 Project design and/or footprint, it shall notify the Department who will then determine the need for a re-evaluation of the NEPA approvals. The Concessionaire shall be responsible for preparation of any information required for the re-evaluation of the NEPA approvals.
  
- D. Prior to right of way authorization for total and partial takes, the Concessionaire shall provide the Department with a completed PM-130 form and right of way plans (approved as per the Agreement and the 395 Design-Build Contract). The Concessionaire will perform the right of way re-evaluation review to determine the Right of Way to be acquired is in compliance with the NEPA approvals. For all acquisitions of 395 Project Right of Way, if the Department or FHWA determine that the plans are not consistent with the NEPA approvals, the Concessionaire shall revise the plans until they are consistent; or the Concessionaire shall provide necessary studies and other information needed to support the Department’s completion and re-evaluation of the NEPA documentation for FHWA approval at the expense of the

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Concessionaire. The Department will provide copies of all right of way re-evaluation reviews to the FHWA.

- E. Prior to approval of the AFC Documents, the Concessionaire shall provide the Department with a completed PM-130 form and plans. The Department will perform the Environmental Certification review and Plans, Specifications, and Estimates (PS&E) re-evaluation review and determine if plans are consistent with the scope of the NEPA approvals and all environmental commitments. If the Department or FHWA determines that the plans are not consistent with the NEPA approvals, the Concessionaire shall revise the plans until they are consistent; or the Concessionaire shall provide necessary studies and other information needed to support the Department's completion and re-evaluation of the NEPA documentation for FHWA approval at the expense of the Concessionaire. The Department will provide copies of all Environmental Certification reviews and PS&E re-evaluation reviews to the FHWA.
- F. The Concessionaire is responsible for compliance with Law for potential staging and disposal areas outside the 395 Project limits. The Concessionaire is also responsible for obtaining a property owner agreement for potential areas outside the existing State right-of-way. Any such potential locations within the existing State right-of-way will require the Concessionaire to obtain a Land Use Permit from the Department.

### **3.3.2 Water Quality Permits**

- A. The Concessionaire is responsible for any determinations, delineations, coordination, applications, mitigation, avoidance measures, acquisitions for impacts to streams and wetlands, and administration of required state and federal water quality permits and permit modifications required for construction of the 395 Project. The Concessionaire shall be responsible for compliance with pre-construction, construction-related and post-construction permit conditions. Compensation, per the Agreement and the 395 Design-Build Contract, for impacts to streams and wetlands mitigated by the purchase of wetland and stream credits are the responsibility of the Concessionaire. Compensation, per the Agreement and the 395 Design-Build Contract, for impacts to streams and wetlands mitigated by stream restoration construction are the responsibility of the Concessionaire. Any fines or delays associated with water quality permit violations arising out of the performance of the Concessionaire's obligations under the Agreement and the 395 Design-Build Contract are the responsibility of the Concessionaire.
- B. The Concessionaire or its nominee will be listed as the "permittee" in all cases. These permits, and any permit modifications, will be obtained by the Concessionaire, copies provided to the Department, and verified prior to commencing construction.
- C. If in the course of performing its obligations under the Agreement and the 395 Design-Build Contract the Concessionaire dumps, discharges, or spills any oil

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or chemical that reaches or has the potential to reach a waterway in violation of Law, it shall immediately notify all appropriate jurisdictional state and federal agencies and shall take immediate actions to contain, remove, and properly dispose of the oil or chemical in accordance with local, state and federal requirements.

- D. Constructing new bridge(s) and dismantling and removing existing bridge(s) shall be accomplished in a manner that will prevent the dumping or discharge of construction or disposable materials into rivers, streams, or impoundments in violation of Law. Construction operations in rivers, streams, or impoundments shall be restricted to those areas where channel changes are permitted and must be entered for the construction of structures. Rivers, streams, and impoundments shall be cleared of falsework, piling, debris, or other obstructions placed therein or caused by construction operations.
- E. Excavation material shall be disposed of in approved areas above the mean high water mark shown on the plans in a manner that will prevent the return of solid or suspended materials to state waters. If the mark is not shown on the plans, the mean high water mark shall be considered the elevation of the top of stream banks.
- F. The Concessionaire shall conduct all operations near rivers, streams, or impoundments in accordance with applicable water quality permits and shall not conduct clearing or grubbing within 100 feet of the limits of ordinary high water or a delineated wetland unless specifically authorized in the permits.

### **3.3.3 Water Pollution**

- A. The Concessionaire shall exercise every reasonable precaution throughout the Term to prevent pollution of rivers, streams, and impoundments. Pollutants such as chemicals, fuels, lubricants, bitumens, raw sewage, paints, sedimentation, and other harmful material shall not be discharged into or alongside rivers, streams, or impoundments or into channels leading to them.
- B. The Environmental Management Plan shall include a contingency plan for reporting and immediate actions to be taken in the event of a dump, discharge, or spill. Construction discharge water shall be filtered to remove deleterious materials prior to discharge into state waters. During specified spawning seasons, discharges and construction activities in spawning areas of state waters shall be restricted so as not to disturb or inhibit aquatic species that are indigenous to the waters. Neither water nor other effluence shall be discharged onto wetlands or breeding or nesting areas of migratory waterfowl. When used extensively in wetlands, heavy equipment shall be placed on mats.
- C. Temporary construction fills and mats in wetlands and flood plains shall be constructed of approved non-erodible materials and shall be removed by the Concessionaire to natural ground upon completion of the Work in the wetlands

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or flood plains, unless specifically approved by the Department (in writing) to be left in place.

- D. If the Concessionaire dumps, discharges, or spills any oil or chemical that reaches or has the potential to reach a waterway, it shall immediately notify all appropriate jurisdictional state and federal agencies and shall take immediate actions to contain, remove, and properly dispose of the oil or chemical in accordance with the local, State and federal requirements.
- E. Excavation material shall be disposed of in approved areas above the mean high water mark shown on the plans in a manner that will prevent the return of solid or suspended materials to state waters. If the mark is not shown on the plans, the mean high water mark shall be considered the elevation of the top of stream banks.
- F. Constructing new bridge(s) and dismantling and removing existing bridge(s) shall be accomplished in a manner that will prevent the dumping or discharge of construction or disposable materials into rivers, streams, or impoundments in violation of Law. Construction operations in rivers, streams, or impoundments shall be restricted to those areas where channel changes are permitted and must be entered for the construction of structures. Rivers, streams, and impoundments shall be cleared of falsework, piling, debris, or other obstructions placed therein or caused by the performance of the Work.
- G. Stabilization of the streambed and banks shall occur immediately upon completion of Work if Work is suspended for more than 15 days. The Concessionaire shall prevent stream constriction that would reduce stream flows below the minimum, as defined by the State Water Control Board, during construction operations.
- H. If it is necessary to relocate an existing stream or drainage facility temporarily to facilitate construction, the Concessionaire shall design and provide temporary channels or culverts of adequate size to carry the normal flow of the stream or drainage facility. Stabilization of the streambed and banks shall occur immediately upon completion of, or during the Work if the Work is suspended for more than 15 days.
- I. The Concessionaire shall submit a temporary relocation design to the Department for review and acceptance in sufficient time to allow for discussion and correction prior to beginning the Work the design covers. The Concessionaire shall pay costs for the temporary relocation of the stream or drainage facility shall be included in appropriate items of the Agreement and the 395 Design-Build Contract. Temporary bridges or other structures shall be used wherever an appreciable number of stream crossings will be made.
- J. The Concessionaire shall conduct all operations near rivers, streams, or impoundments in accordance with applicable water quality permits and shall

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not conduct clearing or grubbing within 100 feet of the limits of ordinary high water or a delineated wetland unless specifically authorized in the permits.

### **3.3.4 Hazardous Substances**

- A. In accordance with the Agreement, the Concessionaire shall perform any additional studies and investigations as necessary to constitute an appropriate level of due diligence and/or determine actions to ensure due care with respect to Hazardous Substances. The Concessionaire shall submit a summary of findings to the Department.
- B. The Concessionaire's Environmental Management Plan shall include a construction hazardous materials management plan, which shall include:
  - 1. copies of any environmental site assessments undertaken;
  - 2. detailed recommendations for further study or site evaluation, where such studies or evaluations are considered necessary to determine impacts to the 395 Project from identified or suspected contamination;
  - 3. plans for management of any Hazardous Substances used or generated by the Concessionaire during the Work period, and
  - 4. for any property proposed for acquisition which contains, or could reasonably be expected to contain, a Hazardous Environmental Condition attributable to Known Pre-Existing Hazardous Substances, the appropriate plan for containment, management, mitigation, and/or remediation. The plan shall be submitted for review and comment in accordance with Attachment 1.3.
- C. Following the acquisition and vacation of properties and associated activities, the Concessionaire shall perform asbestos inspections of all structures and if necessary, shall perform asbestos abatement and asbestos monitoring in accordance with the Department's asbestos inspection procedures and asbestos abatement specifications. The Concessionaire shall perform abatement of asbestos-containing materials and asbestos project monitoring in accordance with all Law, as well as the applicable standards referenced in Attachment 1.5a.
- D. The Concessionaire shall be responsible for the development of a Spill Prevention, Control, and Countermeasure Plan as required by regulation and for submission of any required plan to the Department prior to start of construction. In the event of spills or releases of petroleum products and other hazardous liquids or solid materials, the Concessionaire shall take immediate action to contain and eliminate the spill release, including the deployment of environmental protection measures to prevent the migration of the spill into the waters of the United States and of worker exposure protection measures.

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The Concessionaire shall notify the Department immediately of all instances involving the spill, discharge, dumping or any other releases or discovery of hazardous materials into the environment and shall provide all required notifications and response actions.

- E. The Concessionaire shall retain copies of all property studies, documents prepared for containment, management, mitigation and/or remediation, asbestos-related records and any other construction-related Hazardous Substances records in accordance with the requirements of the Agreement. A final copy of all such records shall be submitted to the Department within 30 days after Final Completion.

### **3.3.5 Environmental Monitoring**

- A. The Concessionaire is responsible for the monitoring of compliance, in accordance with environmental permit requirements, with all applicable environmental laws and regulations. Should any non-compliant item(s) be identified by the Concessionaire or Department, continuous corrective action will be taken by the Concessionaire to bring the item(s) back into compliance. Notification of this circumstance shall be provided promptly by the Concessionaire to the Department.
- B. The Concessionaire will be responsible for, but not limited to, monitoring the 395 Project Right of Way for nesting migratory bird species and complying with the Migratory Bird Treaty Act for recommended time of year restrictions.
- C. Except as set forth in the Agreement, the Concessionaire will be responsible for all costs, fines, penalties, and delays associated with any non-compliant items.
- D. The Department reserves the right to perform quality assurance environmental monitoring of the 395 Project to determine whether the Concessionaire is complying with environmental commitments to Governmental Authorities and is performing activities in accordance with Law and Department specifications.

### **3.3.6 Environmental Stipulations**

The Concessionaire hereby stipulates that any facility used in the performance of the Agreement is not listed on the EPA's List of Violating Facilities pursuant to 40 C.F.R. 15.20 (unless the Concessionaire confirms that the 395 Project is exempt under the Clean Air Act as amended (42 U.S.C. 1857, et seq., as amended by P.L. 91-604), the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq. as amended by P.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 C.F.R., Part 15)) during the Term of the Agreement.

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**3.3.7 Erosion and Siltation**

- A. The Concessionaire will develop and implement an erosion and sediment control plan, a stormwater pollution prevention plan and a post development stormwater management plan in compliance with the Department's approved Erosion and Sediment Control and Stormwater Management Standards and Specifications. The Concessionaire shall comply with the Department's Approved Erosion and Sediment Control Standards and Specifications (including IIM 11, IIM 246 and VDOT Drainage Manual, Chapters 10 and 11).
- B. The Concessionaire shall exercise temporary and permanent measures, throughout the Term, to control erosion and prevent or minimize siltation of rivers, streams, lakes, and impoundments. Erosion and sediment control measures will be installed in accordance with applicable standards and specifications set forth in Attachment 1.5a.
- C. Erosion and sediment control measures shall be applied to erodible material exposed by any activity associated with construction, including local material sources, stockpiles, disposal areas, and haul roads. Temporary measures shall be coordinated with the Work to ensure effective and continuous erosion and siltation control. Permanent erosion control measures and drainage facilities shall be installed and operational as the Work progresses before temporary measures are removed.
- D. Erosion and siltation control devices and measures shall be maintained in a functional condition at all times. The Concessionaire shall have, within the limits of the 395 Project during all land disturbing activities, an employee certified by the Department in Erosion and Sediment Control who shall inspect erosion and siltation control devices and measures for proper installation and deficiencies immediately after each rainfall, at least daily during prolonged rainfall, and weekly when no rainfall event occurs. The Concessionaire shall make a daily review of the location of silt fences and filter barriers to ensure that they are properly located for effectiveness. Deficiencies shall be corrected immediately. Such employee shall also be certified through the Department of Environmental Quality Inspection Certification Program.
- E. Failure on the part of the Concessionaire to maintain appropriate erosion and siltation control devices in a functioning condition may result in the Department notifying the Concessionaire in writing of specific deficiencies. The Concessionaire shall correct or take appropriate actions to correct the specified deficiencies within 24 hours after receipt of such notification.
- F. Failure of the Concessionaire to maintain a Department-certified Erosion and Sediment Control employee within the 395 Project Right of Way will result in a 395 Project non-compliance and suspension of Work related to any land disturbing activity until such time as a certified Erosion and Sediment Control employee is present on the 395 Project.

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- G. Except as set forth in the Agreement, the Concessionaire shall be responsible for all costs, fines, penalties, and delays associated with any non-compliant items.

### **3.3.8 Air Pollution**

- A. The Concessionaire shall comply with the provisions of the Agreement, all applicable Federal requirements, the State Air Pollution Control Law and Rules of the State Air Pollution Control Board, including notifications required therein.
- B. Burning shall be performed in accordance with all applicable state and local laws and ordinances and under the constant surveillance of watchpersons. Care shall be taken so that the burning of materials does not destroy or damage property or cause excessive air pollution. The Concessionaire shall not burn rubber tires, asphalt, used crankcase oil, or other materials that produce dense smoke. Burning shall not be initiated when atmospheric conditions are such that smoke will create a hazard to the motoring public or airport operations. Provisions shall be made for flagging vehicular traffic if visibility is obstructed or impaired by smoke. At no time shall a fire be left unattended.
- C. Asphalt mixing plants shall be designed, equipped, and operated so that the amount and quality of air pollutants emitted will conform to the Rules of the State Air Pollution Control Board. Emission standards for asbestos incorporated in the EPA's National Emission Standards for Hazardous Air Pollutants apply to the demolition or renovation of any institutional, commercial, or industrial building, structure, facility, installation, or portion thereof that contains friable asbestos.

### **3.3.9 Noise Mitigation**

- A. Noise Barriers
  - 1. For the 395 Express Lanes, a preliminary noise analysis report was prepared by the Department. An updated preliminary noise evaluation is being performed for the I-395 Express Lanes Northern Extension by the Department and will be made available when completed. As part of the 395 RFP Supplemental Information Package, the following reports are provided for all of the 395 Project components:
    - i. Interstate 395 Express Lanes Northern Extension Project NATR, dated September, 2016.
    - ii. Interstate 395 HOV and Auxilliary Lane Project Noise Impact Technical Report, dated November 2013.
    - iii. Interstate 95 Express Lanes Project Final Design Noise Analysis Draft Report (Segment IV) dated January 2013.



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2. The 395 Project RFP Conceptual Plans includes 975,291 square feet of sound walls for all 395 Project components and will be considered as the base square footage (Base Noise Wall Quantity) in which potential adjustments will be made as described below.
3. For the 395 Express Lanes Northern Extension, the total square feet of sound walls is 827,906. For the DEW Component, the total square feet is 78,260. For Seminary Road, a new sound wall (North of Duke Street, includes Sanger) is 69,125 square feet. For the 395 Project, foundations, wall structural supports, and wall panel areas below finished grade shall not be included in the square footage calculations and only the total exposed noise absorption area (surface area of exposed wall and posts facing the roadway) will be considered.
4. As part of the Work, the Concessionaire shall prepare final design and Noise Abatement Design Reports (NADR) in accordance with the requirements of this Section 3.3.9 for the 395 Express Lanes Northern Extension and the DEW Component. NADR will be required for Seminary Road new sound wall only if alignment is changed from the Conceptual Plans. To address noise mitigation for each 395 Project component as required, the Concessionaire shall prepare a final NADR, consisting of a re-analysis of all noise sensitive receptors identified in the 395 Project area to confirm if noise mitigation is required. The Concessionaire shall determine whether a separate NADR must be prepared for each of the components.
5. The final barrier location(s) and dimension(s) will be determined during the final design noise analysis. A draft NADR shall be submitted to the Department for review and approval prior to the submittal of the final NADR. The NADR shall be furnished by the Concessionaire at its sole cost and expense. The Concessionaire shall be responsible for developing the ENTRADA for the final NADR based on the approved design and or latest design information.
6. If the results of the final NADR dictate, the Concessionaire will provide permanent noise mitigation in compliance with the Virginia State Noise Abatement Policy, the Highway Traffic Noise Impact Analysis Guidance Manual (July 2015), FHWA, Highway Traffic Noise Analysis and Abatement Guidance (January 2011), the VDOT Noise Report Development and Guidance Document Version 5, Special Provision for Sound Barrier Walls, Special Provision for Sound Barrier Walls/Architectural Finishes, and the Soil Design Parameters for Sound Barrier Walls, Retaining Walls and Non-Critical Slopes, and the (updated January 2016) VDOT Road Design Manual.
7. Upon approval of the final Design Noise Analysis the Department shall prepare a concurrence letter outlining the results of the analysis for the Department's Chief Engineer and FHWA. Once concurrence is

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achieved, the Concessionaire shall prepare and mail letters “certified return receipt” to benefitted receptors to ascertain the desire to have noise barriers constructed as part of the 395 Project. In the event a sufficient number of benefitted receptors do not reply, a second mailing may be required. Upon completion of the citizen survey the Department shall prepare a second concurrence letter documenting the results, if necessary. All sound walls should be named as presented within the NADR.

8. All noise barriers recommended for construction and concurred with by the Chief Engineer and FHWA are included in the scope of the 395 Project and shall be designed, procured and constructed by the Concessionaire in accordance with the Agreement and the 395 Design-Build Contract. This includes barriers with conditions, as long as those conditions have been met.
9. The NADR shall be furnished by the Concessionaire at its sole cost and expense. Once the NADR and resulting actions are complete any increase cost will be the responsibility of the Department, and decrease cost will be refunded to the Department per the Agreement. Based on the results of the NADR, one of the following scenarios may apply:
  - a. If the final noise analysis indicates additional sound barrier square footage is required in excess of the Base Sound Barrier Quantity (but not due to changes in plan and profile as part of the Concessionaire’s final design) Department shall compensate the Concessionaire for any additional square footage above the Base Sound Barrier Quantity.
  - b. If the final noise analysis indicates a reduction of sound barrier square footage from the Base Sound Barrier Quantity, regardless of any design changes for the 395 Department Assets, the Concessionaire shall credit Department for the amount of the reduction.
  - c. If the final noise analysis warrants sound barriers but some or all the walls for the 395 Department Assets are not desired by the public, the Concessionaire shall credit the Department for the reduction of sound barrier square footage from the Base Sound Barrier Quantity.
  - d. If the final noise analysis does not warrant sound barriers but sound barriers are desired by the public, the Department will compensate the Concessionaire for any additional sound barriers above the Base Sound Barrier Quantity.

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The maximum height of sound barriers mounted on existing structures (retaining walls or bridges) shall be limited to 15 feet. For continuous sound barriers which include a portion mounted on a structure, the full height required by the Final NADR shall be used for the ground-mounted section(s).

Any adjustments (increase or decrease) resulting from changes from the Base Noise Wall Quantity will be based on the unit cost of \$45 per square foot. Changes to foundations, wall structural supports, and wall panel areas below finished grade shall be considered incidental to the cost of the wall and already included in the dollars per square foot.

10. Prior to submitting a sound wall plan for the Department's review, the Concessionaire will have the noise consultant that completed the NADR review the plan set and certify that the proposed design meets the noise abatement requirements. This certification will be included in the plan set when it is submitted to the Department for review.
11. If deviations in the horizontal or vertical alignment of a noise barrier are proposed following concurrence from the Chief Engineer or FHWA, then the Concessionaire shall perform any additional noise analysis and provide the results to the Department for review and approval prior to construction (to include fabrication of any unique panels or posts). This will include a plan and profile view of the roadway with the alignments recommended barrier and the proposed design. A justification of the deviation will be included with the plan set. The revised NADR chapter for the noise barrier for which modification is requested will be submitted with this additional information.
12. The Department's written approval of the barrier deviation will be required before the Concessionaire can approve AFC Documentation.
13. A key plan will be clearly labeled to show the location of the ground-mounted combo walls (sound wall on retaining wall) and bridge-mounted noise barriers.
14. Plan view will provide the alignment of the noise barrier with the roadway plan view.
15. Profiles of the wall alignment will include the noise attenuation line and the existing and proposed elevation. If combo walls or bridge-mounted barriers are present along the alignment, the pattern of the line will be different so that all lines can be distinguished.
16. Stations of the roadway and noise barrier will be included on both the plan and profile views.

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17. Sound barrier walls will be designed (including location, grading, and drainage) with a 10-foot wide maintenance area behind the walls with access for personnel and equipment. The back of the sound barrier wall shall be a minimum of 10 feet from the existing Department right of way line. If the 10-foot wide maintenance area is unavailable, requires support of excavation or right-of way acquisition, the 10-foot maintenance area dimension may be reduced as approved by the Department.
18. A minimum 3 foot wide bench of a slope of 4:1 or flatter shall be provided at the front and back of the sound wall to allow for inspection and maintenance access. The bench shall be sloped away from the wall.
19. The color, texture, and finish of all sound barrier walls constructed on the 395 Project (both the roadway side and the back side) shall be in accordance with Section 3.11.
20. Access shall be provided via overlapping wall gaps and access doors for Department maintenance personnel. Gaps may be provided in the walls with a 3:1 overlap to gap ratio. Additionally, any continuous wall lengths greater than 900 linear feet shall be provided with an access door at approximately half the distance of the continuous wall length. Access doors will be reviewed and approved by Department prior to fabrication. Personnel access doors shall have:
  - i. A minimum inside frame dimension of 48-inches by 86-inches;
  - ii. Stainless steel hardware, industrial grade pull handle;
  - iii. A deadbolt lock with key on both sides;
  - iv. Open away from I-95;
  - v. A minimum 4-ft by 4-ft 4-inch thick concrete pad on both sides of the door; and
  - vi. Match color and material for sound barrier wall doors north of the Edsall Road overpass.
21. Sound barrier walls will have a setback from the back of the barrier no more than one foot, where feasible. The area between the barrier and wall will be filled to prevent debris from collecting in the area, if setback is one foot or less.
22. Sound barrier wall design will be coordinated with first responders to ensure access to fire hydrants and other Emergency equipment, where feasible.

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23. The Concessionaire shall begin construction of new sound barriers within 60 days of the demolition of an existing sound barrier and/or cutting of trees which were acting as a screen for adjacent properties. The Concessionaire shall complete construction of any new sound barrier intended to replace an existing sound barrier and/or trees which were acting as a screen for adjacent properties within 180 days from the start of construction of that sound barrier.
24. If the Concessionaire is unable to begin construction of a new sound barrier within 60 days of the demolition of an existing sound barrier and/or cutting of trees which were acting as a screen for adjacent properties, the Concessionaire shall provide temporary noise mitigation to noise sensitive receptors where the existing noise barriers and/or trees were removed.

B. Construction Noise

1. The Concessionaire's operations shall be performed so that exterior noise levels measured during a noise-sensitive activity shall be not more than 80 decibels. Noise-sensitive activity is any activity for which lowered noise levels are essential if the activity is to serve its intended purpose. Such activities include those associated with residences, hospitals, nursing homes, churches, schools, libraries, parks, and recreational areas.
2. Concessionaire shall monitor its construction-related noise if requested by local agencies, the Department or neighboring property owners. If construction noise levels exceed 80 decibels during noise-sensitive activities, the Concessionaire shall take corrective action before proceeding with operations.
3. The Concessionaire shall be responsible for costs associated with the abatement of construction noise and the delay of operations attributable to non-compliance with these requirements.
4. The Concessionaire is responsible for obtaining any necessary local noise ordinance variances prior to the scheduling of night time operations
5. Concessionaire shall determine whether certain portions of the 395 Project that produce objectionable noise should be restricted or prohibited between 10 PM and 6 AM. If other hours are established by local ordinance, the local ordinance shall govern.
6. Equipment shall in no way be altered so as to result in noise levels that are greater than those produced by the original equipment. When feasible, the Concessionaire shall establish haul routes that direct his

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vehicles away from developed areas and ensure that noise from hauling operations is kept to a minimum.

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

**3.3.10 Forests**

- A. The Concessionaire shall take all reasonable precautions to prevent and suppress forest fires in any area involved in construction operations or occupied by it or its contractors as a result of such operations.
- B. The Concessionaire shall cooperate with the proper authorities of the state and federal governments in reporting, preventing, and suppressing forest fires. Labor, tools, or equipment furnished by the Concessionaire upon the order of any forest official issued under authority granted the official by law shall not be considered a part of the Agreement and the 395 Design-Build Contract.
- C. The Concessionaire shall negotiate with the proper forest official for compensation for such labor, tools, or equipment.

**3.3.11 Archeological, Paleontological, and Rare Mineralogical Findings**

- A. In the event that a previously unidentified historic property (prehistoric or historic district, archaeological site, building, structure, or object included in, or eligible for inclusion in, the National Register of Historic Places) is discovered once construction has begun, the Concessionaire shall immediately halt all construction work in the area of the resource and in surrounding areas where additional subsurface remains can reasonably be expected to occur. Work in all other areas of the 395 Project may continue. The Concessionaire shall immediately notify the Department, which will in turn notify the FHWA. The Department and the FHWA, in cooperation with the Concessionaire, shall then address the discovery in accordance with one of the applicable processes described at 36 CFR 800.13. The Concessionaire shall be responsible for conducting any technical studies needed to determine whether the resource is eligible for inclusion on the National Register of Historic Places and whether the 395 Project will affect the resource, and for implementing appropriate treatment as determined through FHWA's consultation with the Virginia State Historic Preservation Officer. Subject to the exception in the Agreement, all costs associated with these technical studies and treatment actions shall be the responsibility of the Concessionaire. Pursuant to §10.1- 2302 of the Code of Virginia, prior to conducting any archaeological investigations on state-controlled lands (including state-owned highway right of way), the Concessionaire must first obtain a permit from the Director of the Virginia Department of Historic Resources.

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- B. In the event fossils, meteorites, or other articles of paleontological or rare mineralogical interest are discovered once construction has begun, the Concessionaire shall immediately suspend work at the site of the discovery and notify the Department. The Department will immediately notify the proper state authority charged with the responsibility of investigating and evaluating such finds. The Concessionaire shall cooperate and assist the Department in protecting, mapping, and removing the finds as determined necessary by the Department in consultation with the proper state authority.
- C. Any archaeological remains, fossils, meteorites, or other articles of paleontological or rare mineralogical interest found on state-controlled lands (including state-owned highway right of way) are the property of the Commonwealth of Virginia. Articles recovered from other than state-controlled lands are the property of the landowner unless other agreement is reached with the owner.
- D. When the discovery of historic properties, fossils, meteorites, or other articles of paleontological or rare mineralogical interest delay the progress or performance of the Work, the Concessionaire shall notify the Department immediately.

**3.3.12 Storm Water Pollution Prevention Plan and Virginia Stormwater Management Program General Permit for the Discharge of Stormwater from Construction Activities**

- A. The Concessionaire shall develop and provide for the Department's review and approval a Stormwater Pollution Prevention Plan (SWPPP). A SWPPP identifies potential sources of pollutants which may reasonably be expected to affect the stormwater discharges from the construction site and any off site support areas and describes and ensures implementation practices which will be used to reduce pollutants in such discharges. The SWPPP is comprised of, but not limited to, the Erosion and Sediment Control (ESC) Plan, the Stormwater Management (SWM) Plan, and related specifications and standards contained within the Agreement and the 395 Design-Build Contract and shall be required for all land-disturbing activities that disturb 10,000 square feet or greater, or 2,500 square feet or greater in Tidewater, Virginia. Land-disturbing activities that disturb 1 acre or greater, or 2,500 square feet or greater in an area designated as a Chesapeake Bay Preservation Area, require coverage under the Department of Environmental Quality's Virginia Pollutant Discharge Elimination System (VPDES) General Permit for the Discharge of Stormwater from Construction Activities ("VPDES Construction Permit"). Where applicable, the Concessionaire will apply for and retain coverage under the VPDES Construction Permit for those land disturbing activities for which it has control. The required contents of a SWPPP for those land disturbance activities requiring coverage under the VPDES Construction Permit are found in Section II D of the General Permit section of the VSMP Regulations (4VAC50- 60-1170). While a SWPPP is an important component of the VPDES Construction Permit, it is only one of the many requirements that must

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be addressed in order to be in full compliance with the conditions of the permit. The SWPPP, including ESC Plan, and SWM Plan, needs to be reviewed and approved by the Department prior to applying for coverage under the VPDES General Construction Permit. The Concessionaire shall prepare a SWPPP that includes ESC Plan and a post-construction SWM Plan for the entire 395 Project. Such plans shall be prepared in accordance with the standards and specifications set forth in Attachment 1.5a and submitted to the Department for its approval before the commencement of any land disturbing activities. The SWPPP including ESC Plan and SWM Plan shall be kept current as design work progresses. Updated versions of the SWPPP including ESC Plan, and SWM Plan must be submitted to the Department for its review and approval before the Department will approve AFC Documents. The Concessionaire shall be responsible for reading, understanding, and complying with all the terms, conditions and requirements of the permit and the SWPPP, including the following:

1. **395 Project Implementation Responsibilities.** The Concessionaire shall be responsible for the installation, maintenance, inspection, and, on a daily basis, ensuring the functionality of all erosion and sediment control measures and all other stormwater and pollutant runoff control measures identified within or referenced within the SWPPP, plans, specifications, permits, and elsewhere in the Agreement, including these Technical Requirements. The Concessionaire shall take all reasonable steps to prevent or minimize any stormwater or non-stormwater discharge that will have a reasonable likelihood of adversely affecting human health or public and/or private properties.
2. **Certification Requirements.** In addition to satisfying the personnel certification requirements contained herein, the Concessionaire shall certify its activities by completing, signing, and submitting Form C-45 VDOT SWPPP Contractor and Subcontractor Certification Statement to the Department at least seven days prior to commencing any 395 Project related land- disturbing activities, both on-site and off-site.
3. **SWPPP Requirements for Support Facilities.** The Concessionaire shall develop erosion and sediment control plan(s) and storm water pollution prevention plan(s) for submission and acceptance by the Department prior to usage of any on-site or off-site support facilities, including borrow and disposal areas, construction and waste material storage areas, equipment and vehicle storage and fueling areas, storage areas for fertilizers or chemicals, sanitary waste facilities, and any other areas that may generate a stormwater or non-storm water discharge related to performance of the Work. Such plans shall document the location and description of potential pollutant sources from these areas and shall include a description of the controls to reduce, prevent and control pollutants from these sources including



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spill prevention and response. The Concessionaire shall submit such plans and documentation as specified herein to the Department and, upon review and approval, they shall immediately become a component of the SWPPP and VPDES Construction Permit (where applicable) and shall be subject to all conditions and requirements of the VPDES Construction Permit (where applicable) and the Agreement, including these Technical Requirements. The SWPPP including ESC and SWM Plan needs to be reviewed and approved by the Department prior to applying for SWPPP Requirements for Support Facilities under the VPDES General Construction Permit.

### 4. Reporting Procedures

- i. **Inspection Requirements.** The Concessionaire shall be responsible for conducting inspections in accordance with the requirements herein. The Concessionaire shall document such inspections by completion of Form C- 107, Construction Runoff Control Inspection Form and Continuation Sheet, in strict accordance with the directions contained within the form.
- ii. **Unauthorized Discharge Requirements.** The Concessionaire shall not discharge into state waters sewage, industrial wastes, other wastes or any noxious or deleterious substances nor shall otherwise alter the physical, chemical, or biological properties of such waters that render such waters detrimental for or to domestic use, industrial consumption, recreational or other public uses.
- iii. **Notification of non-compliant discharges.** The Concessionaire shall immediately notify the Department upon the discovery of, or potential of, any unauthorized, unusual, extraordinary, or non-compliant discharge from the land disturbing activity. Where immediate notification is not possible, such notification shall be not later than 24 hours after said discovery.
- iv. **Detailed report requirements for non-compliant discharges.** The Concessionaire shall submit to the Department within five days of the discovery of any actual or potential non-compliant discharge, a written report describing details of the discharge to include its volume, location, cause, and any apparent or potential effects on private and/or public properties and state waters or endangerment to public health, as well as steps being taken to eliminate the discharge. A completed Form C-107 shall be included in such reports.

### 5. Changes, Deficiencies and Revisions

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- i. **Changes and Deficiencies.** The Concessionaire shall report to the Department when any planned physical alterations or additions are made to the land disturbing activity or deficiencies in the 395 Project plans or the Agreement, including these Technical Requirements are discovered that could significantly change the nature or increase the quantity of the pollutants discharged from the land disturbing activity to surface waters.
- ii. **Revisions to the SWPPP.** Where site conditions or construction sequencing or scheduling necessitates revisions or modifications to the erosion and sediment control plan or any other component of the SWPPP for the land disturbing activity, such revisions or modifications shall be approved by the Department and shall be documented by the Concessionaire on a designated plan set. Such plans shall be kept on the 395 Project site at all times and shall be available for review upon request.
- iii. The Concessionaire shall prepare a post-construction Storm Water Management Plan (SWMP) for the entire 395 Project. Plans shall be prepared in accordance with the Standard Documents and submitted to the Department for its review and acceptance before any land disturbing activity.

### 3.4 Geotechnical

#### 3.4.1 Geotechnical Design

- A. **Geotechnical Design Engineer** – This individual shall be responsible for ensuring that all geotechnical investigations, analysis and recommendations that are necessary for the design and construction of the 395 Project are performed in accordance with the Technical Requirements. The geotechnical design engineer shall coordinate with the design manager to ensure that all geotechnical design and construction considerations have been properly considered in the design and included in the work plans, specifications, copied notes, and constructability reviews for the 395 Project. This individual shall have a minimum fifteen (15) years of geotechnical engineering experience and expertise working in the region and/or in areas of similar geologic settings with similar project features for this 395 Project. The geotechnical design engineer shall be a professional engineer licensed in the Commonwealth.
- B. The minimum soil parameters to be used for design of foundations for sound barrier walls, minor retaining walls (e.g., less than 15 feet in height) and for the design of non-critical slopes (e.g., less than 25 feet in height) shall be in accordance with the standards and specifications set forth in Attachment 1.5a.
- C. The Concessionaire shall collect appropriate data for geotechnical evaluation of embankments, soil and rock cuts, culverts, bridge and wall structures, sound walls, storm water management facilities, minor structures including drainage

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pipes, and any other earth-supported structures or elements of highway design and construction. The Concessionaire shall be responsible for obtaining any Regulatory Approvals required for any borings needed in performance of the Concessionaire's geotechnical investigation for this 395 Project. The Concessionaire shall complete laboratory tests in accordance with pertinent VTM, ASTM or AASHTO standards and analyze the data to provide design and construction requirements. Soils and materials tests shall be performed by a laboratory accredited by AASHTO for each test it conducts for the 395 Project, unless otherwise approved by the Department. The Concessionaire shall have a geotechnical report approved by the Department before beginning construction.

- D. The Concessionaire shall provide to the Department records of all subsurface explorations and describe the soils encountered and their depth limits, in accordance with the requirements outlined in Chapter 3 of the Department Manual of Instructions for Materials Division and the investigation in accordance with an approved exploratory boring plan(s) approved by the Department. Preliminary and final/design geotechnical investigations shall be performed to meet the minimum requirements set forth in Attachment 1.5a. The final geotechnical investigation plan(s) shall be in compliance with Chapter 3 of the Department's Materials Manual of Instructions, the AASHTO LRFD Bridge Design Specifications, and VDOT Modifications; and Section 700.05 (c) of the VDOT Road and Bridge Specifications unless otherwise approved by the Department. The Concessionaire shall provide electronic copies of all subsurface explorations in accordance with the boring log template available on the website address included in Chapter 3 of the Department Manual of Instructions for Materials Division. The electronic files shall be provided by a certified Professional Geologist or a suitably qualified registered Professional Engineer licensed in the Commonwealth, in gINT© software, before beginning of construction. Upon request, the Department will provide its gINT© and Microsoft Access file structures for the Geotechnical Database Management System.
- E. When deviating from the standards and specifications outlined in Attachment 1.5a, the Concessionaire shall incorporate reliability assessments in conjunction with standard analysis methods. An acceptable method for evaluation of reliability is given by Duncan, J.M. (April 2000) *Factors of Safety and Reliability in Geotechnical Engineering*, Journal of Geotechnical and Geoenvironmental Engineering, ASCE, Discussions and Closure August 2001. A suitable design will provide a probability of success equal to or greater than 99%.

The aspects of this 395 Project for which reliability assessments shall be made include: 1) the selection of soil parameters used in the design of all foundations and retaining walls, 2) the factors of safety for slope stability, and 3) the settlement and bearing capacity of embankments. Except as mentioned in (1) above, reliability assessments need not be performed for structural foundations

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and retaining walls, which will be evaluated based on the required limit stated in AASHTO LRFD. The Concessionaire may propose to identify specific, non-critical features, and alternative methods for evaluating variability of subsurface conditions, reliability and minimum factors of safety, prior to submission of its design calculations and drawings. The Department may accept or reject such proposed methods.

- F. The Concessionaire shall provide to the Department geotechnical design and construction memoranda that summarize pertinent subsurface investigations, test, and engineering evaluations. Technical specifications for construction methods that are not adequately addressed in the standards and specifications set forth in Attachment 1.5a shall be provided by the Concessionaire. The Concessionaire shall review the Construction Documentation to assure that they have appropriately incorporated the geotechnical components. The quality control-quality assurance documents shall document how each specific geotechnical recommendation or requirement is addressed in the Construction Documentation, and shall reference the drawings that incorporate the pertinent results. The results of the geotechnical investigation and laboratory results shall support the design and construction efforts to meet the requirements for the pavement design set forth in Attachment 1.5a, Attachment 3.4a, and Attachment 3.8 and the Geotechnical Engineering Data Report included in the Duke-Edsall Widening Scope of Work.
  
- G. The Concessionaire shall minimize differential settlements of the approach to a bridge for new construction and when applicable provide construction recommendations to address soil-structure interaction to accommodate the unique construction methods applied to this 395 Project. All geotechnical work shall be completed to satisfy baseline and post- construction contract performance requirements, as described below.
  
- H. Design and construct pavements, subgrades, and embankments to meet the following post-construction settlement tolerances:
  - 1. total vertical and/or differential settlements that will not be a deterrent to achieve and maintain the post-construction performance requirements for overall ride quality and localized roughness of the pavements nor exceed the grade tolerances of pavement sections of approach slabs, bridge decks, and tie-ins to the 395 Project;
  - 2. settlement that will not impede positive drainage of the pavement surface especially within the travel lanes nor subject the roadway to flooding;
  - 3. settlement that does not result in damage to adjacent or underlying structures, including utilities; and
  - 4. humps and depressions exceeding the specified tolerance will be subject to correction by the Concessionaire. The Concessionaire shall

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notify the quality assurance manager and the Department for any non-conformance items.

- I. The Concessionaire shall consider settlement and design foundations (bridges, retaining walls, pipes and other structures) based upon Attachment 3.4b.

In summary, Attachment 3.4b outlines two options for managing settlement of structures: (i) limit total settlement to ½” and subsequently limit the need for a refined analysis of the superstructure and substructure; or (ii) allow the Concessionaire to design the structure for its estimates of elastic, consolidation, and secondary settlement (total settlement) and subsequently communicate the total and differential settlement in the general note to the Design Documentation. In either case, a general note shall be placed on the Design Documentation which communicates the amount of settlement evaluated and accommodated by the structure. Specific general note language, along with notes to the designer, are set forth in Attachment 3.4b.

**3.4.2 Slope Design**

Cut and fill slopes shall be no steeper than 2H:1V, unless supported by an engineering analysis based on site-specific field investigation and site-specific laboratory strength testing. Slopes steeper than 2H:1V must be approved by the Department. Reinforced soil slopes will not be permitted on the 395 Project. All cut and fill slopes shall be designed to be stable for the interim construction stages, for the end-of- construction condition, and for design-life conditions.

The following factors of safety are to be used with limit equilibrium methods of analysis to identify factors of safety for representative sections of all soil cut and soil embankment fill slope areas higher than 10 feet, and/or where slopes are supporting, or are supported by, retaining structures. The factors of safety listed in Table 3.4 are valid for subsurface investigations performed in accordance with Chapter III of the Department’s Materials Division’s Manual of Instructions or for site-specific investigation plans approved by the Department’s Materials Engineer. Approval of site-specific investigation plans with reduced boring frequency may require higher factors of safety. Table 3.4 is not applicable for rock cut slopes.

<b>Table 3.4</b>		
<b>Minimum Factors of Safety for Soil Cut/Fill Slopes</b>		
<b>Soil Slope analysis parameters based on:</b>	<b>Factor of Safety</b>	
	<b>Involves Structure or Critical Slope<sup>1</sup></b>	<b>Non-Critical Slope</b>
In-situ or lab. tests and measurements <sup>2,3</sup>	1.5	1.3
No site specific tests	N/A <sup>3</sup>	1.5

Table 3.4 Minimum Factors of Safety for Soil Cut/Fill Slopes		
Soil Slope analysis parameters based on:	Factor of Safety	
	Involves Structure or Critical Slope <sup>1</sup>	Non-Critical Slope
1.	A critical slope is defined as any slope that is greater than 25 ft. in height, affects or supports a structure, or whose failure would result in significant cost for repair, or damage to, private property	
2.	Site specific in-situ tests include both groundwater measurements and SPT testing but may also include CPT or DMT	
3.	Parameters for critical slopes involving structures must be based on specific laboratory testing	
4.	Problem soils (fissured or heavily over-consolidated soils), must be analyzed using shear strength parameters determined from appropriate laboratory strength tests	
5.	Problem soils should be analyzed for short- and long-term stability using residual strength parameters obtained from laboratory shear testing. These parameters should be determined by drained direct shear tests using sufficient stress reversals to obtain large strains as discussed in the U.S. Army Corps of Engineers laboratory testing procedures EM-1110-2- 1906. Many reversals are required to reach residual strengths and some references suggest using a pre-split sample (Ref. Engineering properties of Clay Shales, Report No. 1 by W. Haley and B.N. MacIver).	
6.	Construction plans shall specify use of soil types consistent with the parameters used in slope analyses	

Potomac Formation clay/silts are known to be present within the limits of the proposed construction. Global and slope stability analyses of Potomac Formation clay/silts shall be analyzed using residual strength parameters for problem soils wherever they are encountered and/or mapped on local geologic/soils maps.

### 3.4.3 Pipe Installation Methods

Culverts or utility pipes shall be installed by either conventional methods in accordance with Section 302.03 of VDOT’s Road and Bridge Specifications, or Jack and Bore and/or by Micro-tunneling in accordance with the applicable Special Provisions. Trenchless technology other than these methods of installation is not permitted unless otherwise approved by Department. The Concessionaire’s design Professional Engineer shall choose which of the methods of installation is best suited for the ground and site conditions where the work is to be performed and that will meet the design requirements of the proposed culverts or utility pipes. The design Professional Engineer shall be responsible to establish both the vertical and horizontal tolerances in support of the design. Such tolerances shall be noted on the construction plans. The design tolerance may be more stringent than what is called for in the both the Jack and Bore and Micro-Tunneling Special Provisions; however, under no circumstances shall the performance requirements and design tolerances used in design of either culverts or utility pipes exceed those specified in Road and Bridge Specifications and the applicable Special Provisions unless first approved by the Department. Performance requirements and tolerance stipulated in the Special Provision for Micro-Tunneling shall also apply to conventional tunneling methods.

### **3.5 Materials**

#### **3.5.1 Rights for and Use of Materials Found on the 395 Project**

- A. With approval of the Department, the Concessionaire may use in the 395 Project any materials found in the excavation that comply with the standards and specifications set forth in Attachment 1.5a. The Concessionaire shall replace at its own expense with other acceptable material the excavation material removed and used that is needed for use in embankments, backfills, approaches, or otherwise, unless used on the 395 Project. The Concessionaire shall not excavate or remove any material from within the construction limits that is not within the grading limits, as indicated by the slope and grade lines. The Concessionaire shall not waste, bury, deposit, or abandon any material within the 395 Project limits.

#### **3.5.2 Not Applicable**

#### **3.5.3 Not Applicable**

#### **3.5.4 Not Applicable**

#### **3.5.5 Samples, Tests, and Cited Specifications**

The responsibility for quality control, quality assurance, and ensuring compliance with applicable specifications and testing requirements lies with the Concessionaire. The Concessionaire's QMSP shall outline the procedures for quality assurance, quality control, and compliance with the Technical Requirements. The Department, at its discretion, may conduct testing and audits in its performance of Oversight Services.

#### **3.5.6 Material Delivery**

The Concessionaire shall advise the Department at least two weeks prior to the delivery of any material from a commercial source. Upon delivery of any such material to the 395 Project, the Concessionaire shall confirm that the material meets the requirements of the Technical Requirements and, if so, shall provide the Department with one copy of all invoices (prices are not required).

#### **3.5.7 Plant Inspections**

If the Department inspects materials at the source, the following conditions shall be met:

- A. The Department shall have the cooperation and assistance of the Concessionaire and producer of the materials.
- B. The Department shall have full access to parts of the plant that concern the manufacture or production of the materials being furnished.
- C. The Concessionaire shall arrange and bear any cost associated with travel and lodging for the Department to witness factory acceptance testing (FAT) of

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TMS, ETTM Equipment and ETTM System which occurs more than 200 miles from the 395 Project site.

### **3.5.8 Storing Materials**

- A. Materials shall be stored in a manner so as to ensure the preservation of their quality and fitness for the Work. When considered necessary by the Concessionaire's quality assurance manager or the Department, materials shall be stored in weatherproof buildings on wooden platforms or other hard, clean surfaces that will keep the material off the ground. Materials shall be covered when directed by the Department. Stored material shall be located so as to facilitate its prompt inspection. Portions of the 395 Project Right of Way approved by the Department may be used for storage of material and equipment and for plant operations. However, equipment and materials shall not be stored within the clear zone of the travel lanes open to traffic.
- B. Additional required storage space shall be provided by the Concessionaire. Private property shall not be used for storage purposes without the written permission of the owner. Copies of the written permission shall be furnished to the Department. Upon completion of the use of the property, the Concessionaire shall furnish to the Department a release signed by the property owner indicating that the property has been satisfactorily restored.
- C. Chemicals, fuels, lubricants, bitumens, paints, raw sewage, and other harmful materials as determined by the Concessionaire's quality assurance manager or the Department shall not be stored within any floodplain unless no other location is available and only then shall the materials be stored in a secondary containment structure(s) with an impervious liner. Also, any storage of these materials in proximity to natural or man-made drainage conveyances or otherwise where the materials could potentially reach a waterway if released under adverse weather conditions, must be stored in bermed or diked area or inside a container capable of preventing a release. Double-walled storage tanks shall meet the berm/dike containment requirement except for storage within flood plains. Any spills, leaks, or releases of such materials shall be addressed in accordance with the Agreement. Accumulated rain water may also be pumped out of the impoundment area into approved dewatering devices.
- D. ETTM, electronic devices, network and computer gear shall be stored in an environmentally controlled space as might be required in accordance with manufacture's recommendation.

### **3.5.9 Handling Materials**

Materials shall be handled in a manner that will preserve their quality and fitness for the Work. Aggregates shall be transported from storage to the Work in vehicles constructed to prevent loss or segregation of materials.



### **3.5.10 Unacceptable Materials**

Materials that do not conform to the Technical Requirements shall be considered unacceptable. Such materials, whether in place or not, will be rejected and shall be removed from the site of the Work. If it is not practical for the Concessionaire to remove rejected material immediately, the Concessionaire will mark the material for identification. Rejected material whose defects have been corrected shall not be used until approval has been given by the Department in accordance with the QMSP.

### **3.5.11 Materials Furnished by the Department**

- A. The Concessionaire shall furnish all materials required to complete the Work except those specified to be furnished by the Department.
- B. Material furnished by the Department will be delivered or made available to the Concessionaire at the points specified in the 395 Design-Build Contract.
- C. After receipt of the materials, the Concessionaire shall be responsible for material delivered to it, including shortages, deficiencies, and damages that occur after delivery, and any demurrage charges.
- D. The Department owns 68 panels (6,915.62 SF) and one (1) post (37.75 LF) as a result of surplus materials remaining from a Seminary Road project. The panels and post can be made available to the Concessionaire at no charge to be used on the Seminary Road Soundwall Component, subject to the following conditions:
  - 1. It will be the responsibility of the 395 Design-Build Contractor to transport the materials to the 395 Project Work site;
  - 2. The Department makes no representations regarding the condition or suitability for use of the materials; and
  - 3. Notwithstanding provision of the materials by the Department, the Concessionaire will be responsible for ensuring the materials, if used on the 395 Project, satisfy the terms and conditions of the 395 Contract Documents.

### **3.5.12 Local Material Sources (Pits and Quarries)**

- A. Local material sources, other than active commercial sand and gravel and quarry operations, opened by the Concessionaire or its subcontractors shall be concealed from view from the completed roadway and any existing public roadway. Concealment shall be accomplished by selectively locating the pit or quarry and spoil pile, providing environmentally compatible screening between the pit or quarry site and the roadway, or using the site for another purpose after removal of the material, or restoration equivalent to the original use (such as farm land, pasture, or turf).

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- B. Should the Concessionaire wish to source construction materials from (non-commercial) new pits or quarries the Concessionaire shall furnish the Department a statement signed by the property owner in which the property owner agrees to the use of their property as a source of material for the 395 Project. Upon completion of the use of the property as a material source, the Concessionaire shall furnish the Department a release signed by the property owner indicating that the property has been satisfactorily restored. This requirement will be waived for commercial sources, sources owned by the Concessionaire, and sources furnished by the Department.
- C. Local material pits and quarries that are not operated under a local or State permit shall not be opened or reopened without authorization by the Department. The Concessionaire shall prepare a site plan, including the following:
1. the location and approximate boundaries of the excavation;
  2. procedures to minimize erosion and siltation;
  3. provision of environmentally compatible screening;
  4. restoration;
  5. cover vegetation;
  6. other use of the pit or quarry after removal of material, including the spoil pile;
  7. the drainage pattern on and away from the area of land affected, including the directional flow of water and a certification with appropriate calculations that verify all receiving channels are in compliance with Minimum Standard 19 of the Virginia Erosion and Sediment Control Regulations;
  8. location of haul roads and stabilized construction entrances if construction equipment will enter a paved roadway;
  9. constructed or natural waterways used for discharge;
  10. a sequence and schedule to achieve the approved plan; and
  11. the total drainage area for temporary sediment traps and basins shall be shown. Sediment traps are required if the runoff from a watershed area of less than three acres flows across a disturbed area. Sediment basins are required if the runoff from a watershed area of three acres or more flows across a disturbed area. The Concessionaire shall certify that the sediment trap or basin design is in compliance with the standards and specifications set forth in Attachment 1.5a. Once a

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sediment trap or basin is constructed, the dam and all outfall areas shall be immediately stabilized.

- D. The Concessionaire's design and restoration shall be in accordance with Good Industry Practice.

**3.5.13 Disposal Areas**

- A. Unsuitable or surplus material shall be disposed of by the Concessionaire off the 395 Project Right of Way except as noted below. The Concessionaire shall obtain the necessary rights to property to be used as an approved disposal area. An approved disposal area is defined as that which is owned privately, not operated under a local or State permit and has been approved by the Department for use in disposing unsuitable or surplus material.
1. Asphalt millings may be placed within the portion of the Edsall Road interchange between the WB Edsall Road to SB I-395 ramp and SB I-395 to WB Edsall Road ramp, north of Edsall Road to support use of this location for a temporary staging or laydown area. The placement of such millings shall ensure positive drainage on the site. The Department will be responsible for this area, including millings, after Project Acceptance.
  2. Approximately 6,000 cubic yards of asphalt millings may be disposed for the Department's use at the Department's Columbia Pike Area Headquarters located at 1510 Columbia Pike, Arlington, Virginia.
- B. Prior to the Department approving a disposal area, the Concessionaire shall submit a site plan. The plan shall show:
1. the location and approximate boundaries of the disposal area;
  2. procedures to minimize erosion and siltation;
  3. provision of environmentally compatible screening;
  4. restoration;
  5. cover vegetation;
  6. other use of the disposal site;
  7. the drainage pattern on and away from the area of land affected, including the directional flow of water and a certification with appropriate calculations that verify all receiving channels are in compliance with Minimum Standard 19 of the Virginia Erosion and Sediment Control Regulations;

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8. location of haul roads and stabilized construction entrances if construction equipment will enter a paved roadway;
  9. constructed or natural waterways used for discharge;
  10. a sequence and schedule to achieve the approved plan; and
  11. the total drainage area for temporary sediment traps and basins shall be shown. Sediment traps are required if the runoff from a watershed area of less than three acres flows across a disturbed area. Sediment basins are required if the runoff from a watershed area of three acres or more flows across a disturbed area. The Concessionaire shall certify that the sediment trap or basin design is in compliance with the standards and specifications set forth in Attachment 1.5a. Once a sediment trap or basin is constructed, the dam and all outfall areas shall be immediately stabilized.
- C. Disposal areas shall be cleared but need not be grubbed. The clearing work shall not damage grass, shrubs, or vegetation outside the limits of the approved area and haul roads thereto. After the material has been deposited, the area shall be shaped to minimize erosion and siltation of nearby streams and landscaped in accordance with the approved plan for such work or shall be used as approved by the Department. The Concessionaire's design and restoration shall conform to the requirements of the Agreement.
- D. The Concessionaire shall furnish the Department a statement signed by the property owner in which the owner agrees to the use of their property for the deposit of material from the 395 Project. The property owner will hold harmless the Department, their officers, their agents, and their employees. Upon completion of the use of the property as an approved disposal area, the Concessionaire shall furnish the Department a release signed by the property owner indicating that the property has been satisfactorily restored. This requirement will be waived for commercial sources and sources owned by the Concessionaire.
- E. The Concessionaire will obtain a VPDES Construction Permit as well as any other applicable permits for a disposal area, which shall be in compliance with the standards and specifications set forth in Attachment 1.5a.
- F. The Concessionaire shall dispose of all defunct TMS, ETTM, cable, devices, electric, and electronic equipment properly and provide documentation to the Department.

### **3.6 Drainage**

The criterion detailed herein is shown in the Department's Drainage Manual and associated Instructional and Informational Memoranda (IIM) shall be used to provide for flood protection, drainage design and stormwater management. All other hydraulic criteria not referenced herein,

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including but not limited to, increases in existing flood levels, bridge scour protection, protection of downstream waterways, upstream and downstream property impacts and compliance with environmental and safety requirements, shall be in accordance with the Attachment 1.5a. The 395 Project is considered grandfathered under 9VAC25-870-48 in Part II of the VSMP Regulations.

Final Design Documentation for any hydraulic design shall include a complete set of final drainage computations sealed and signed in accordance with latest IIM-243.

- A. The drainage design will include but not be limited to enclosed storm sewer systems, curb inlets, stormwater management systems for water quality and water quantity, manholes, junction boxes, culverts, headwalls, channels, ditches, bridge drainage assemblies and structures that remove and transport runoff or convey stream flows, adequate outfalls, and erosion and sediment control. These efforts shall be in compliance with the Attachment 1.5a.
- B. The Concessionaire will prepare drainage design criteria and a list of software packages to be used in the design prior to commencement of Work for review and approval by the Department.
- C. The Concessionaire will assemble and review all available data, studies, and development plans impacting the 395 Project corridor for use in preparing the drainage design. The Concessionaire will perform a hydrologic analysis within the limits of the 395 Project and extend the analysis to include all offsite areas that will drain through or impact the 395 Project.
- D. The Concessionaire shall design and install new drainage facilities and will be permitted to use existing drainage systems that have adequate hydraulic capacities, in accordance with applicable standards and specifications set forth in Attachment 1.5a. Existing drainage assets determined not to be needed for the Concessionaire's drainage design or other Department use, as determined by the Department, shall be abandoned in place or removed by the Concessionaire at its sole cost.
  - 1. In accordance with MS-19, the evaluation of existing drainage facilities shall be based on a 10 year design storm frequency.
  - 2. If the existing condition is found to be inadequate and the impact from the 395 Project is negligible, then the Concessionaire shall inform the Department who shall provide the Concessionaire direction how to proceed.
- E. All existing drainage facilities within the 395 Project Right of Way that are adversely impacted by the Concessionaire's activities and that the Concessionaire intends to leave in place shall be evaluated and verified to have adequate hydraulic capacity for ultimate land use conditions; in accordance with the 2002 (Revised January 2016) VDOT Drainage Manual at Concessionaire's cost.

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1. In accordance with MS-19, the evaluation of existing drainage facilities shall be based on a 10 year design storm frequency.
  2. If the existing condition is found to be inadequate and the impact from the 395 Project is negligible, then the Concessionaire shall inform the Department who shall provide the Concessionaire direction how to proceed.
- F. The Concessionaire shall verify the structural adequacy of such existing drainage facilities which the Concessionaire intends to leave in place for continued use.
1. For all such drainage facilities within the 395 Project Right of Way which are deemed to be structurally deficient and are identified as such in the Drainage Existing Condition Assessment Report Part 1 dated June 3, 2016 and Part 2 dated July 18, 2016, the Concessionaire shall design and repair/install replacement drainage facilities which are structurally adequate .
  2. For all other drainage structures that the Concessionaire intends to use or impact as part of the drainage design for the 395 Project, the Concessionaire shall verify the structural adequacy of such existing drainage facilities. The Concessionaire shall provide the Department with an inspection report documenting its assessment. The report shall include specific recommendations relative to the structural condition and serviceability of the structures. With the Department's approval, drainage pipes and box culverts deemed repairable shall be rehabilitated in accordance with the Technical Requirements.
- G. Where any other existing drainage facilities within the 395 Project Right of Way are deemed to be structurally deficient, and the Concessionaire does not intend to use or impact the drainage system as part of the 395 Project, the Department shall determine whether to rehabilitate/replace the drainage system to ensure a continued service life of 70 years or leave as is. Where the Department desires the Concessionaire to carry out the rehabilitation, the Concessionaire will produce a schedule of work required and agree with the Department on a schedule for carrying out such work as a Department Change.
- H. The Concessionaire shall provide for the replacement of capacity for any existing storm water management facilities that may be removed in accordance with applicable standards and specifications set forth in Attachment 1.5a.
- I. No drainage inlet grate or at-grade structure will be permitted to be located or extend within the travel way of the Interstate or the associated Interstate ramps.
- J. The Concessionaire shall be responsible, at its sole cost and expense, for cleaning any debris or silt accumulation caused by performance of the

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construction Work from all (pre-existing and new) 395 Express Lanes drainage facilities.

- K. As part of the Work, the Concessionaire may tie in or connect new drainage assets it is designing and constructing to existing drainage assets present along the I-395 Corridor as of the Agreement Date. If there is an existing drainage asset the Concessionaire desires to tie in or connect to, but is prevented from doing so because of physical damage to such existing drainage asset not caused by or attributable to the Concessionaire's activities, the Concessionaire shall repair or replace the existing drainage asset in the immediate area of the proposed tie-in or connection so it can perform the proposed tie-in or connection. Any such repair or replacement work shall be completed in accordance with the standards and specifications set forth in Attachment 1.5a.
- L. The Concessionaire shall provide proof that there will be no increases in runoff rates and volumes to Four Mile Run and shall meet all local, state and federal agency requirements for the analysis of runoff rates discharging into Four Mile Run for pre- and post-development conditions. The Concessionaire shall provide all necessary data and input to the NVRC, such as drainage areas, percent of imperviousness, time of concentration parameters and all other input required for the NVRC Hydrologic and Hydraulic Model to verify no increases in flow rates and flood elevations within Four Mile Run as a result of the project. The technical requirements for Four Mile Run as established by the NVRC are provided in the link below:  

<http://www.novaregion.org/index.aspx?NID=213>
- M. The above provisions shall not apply if the hydraulic capacity or structural loading of the existing drainage asset to which the Concessionaire desires to connect is verified to be inadequate, as determined pursuant to the Concessionaire Drainage Structure Investigation Report, as a result of the Concessionaire proposed tie-in or connection. In that case, the Concessionaire shall, at its sole cost and expense, replace, repair, or otherwise upgrade the existing drainage asset (in accordance with the standards and specifications set forth in Attachment 1.5a) in order to accommodate the proposed tie-in or connection.
- N. All existing culverts, storm sewer, and drainage appurtenances to be abandoned shall be removed or filled and plugged with flowable fill.
- O. See Structures and Bridge Section for bridge deck drainage requirements.
- P. For all impacted permanent structures, the bridge, hydrology, hydraulics, and scour requirements shall be in accordance with the requirements set forth in Attachment 1.5a, including but not limited to AASHTO Load and Resistance Factor Bridge Design Specifications (the more stringent requirements shall govern).

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- Q. The Concessionaire will perform a comprehensive design analysis for impacted major culvert and/or bridge-crossing locations where the 100-year discharge is 500 cfs or more, and/or floodplain studies have been published by federal agencies. The outline for the comprehensive design analysis will be in accordance with the standards and specifications set forth in Attachment 1.5a. The Concessionaire will ensure the hydraulic analysis is coordinated with the bridge design when bridges over waterways are involved.
- R. The scour analysis and reporting shall be in accordance with the standards and specifications set forth in Attachment 1.5a and shall include all existing structures undergoing Major Rehabilitations and new and replacement bridges at stream crossings. Countermeasures to accommodate scour at existing piers shall only be used when approved by the Department. Scour countermeasures shall be provided at existing and new abutments in accordance with the standards and specification as set forth in Attachment 1.5a.
- S. The Concessionaire will perform a scour analysis on all new retaining walls parallel to stream flow or subject to longitudinal scour. Retaining walls subject to longitudinal scour will be designed to withstand the 500-year super flood scour without the aid of scour countermeasures, unless otherwise agreed by the Department. Appropriate bank protections and revetments are required for walls subject to flows and potential bank erosion.
- T. During the Work period the Concessionaire shall provide for positive drainage of all roadway facilities open to construction traffic. Construction activities shall not redirect or add drainage run-off to a private property.
- U. Where justified by site conditions within the HOV/HOT corridor, the Concessionaire may submit a design for the slotted barrier drains and trench drains for Department review and acceptance. However, for all other locations and the general purpose lanes, such use of slotted barrier drains and trench drains would not be accepted.
- V. A SWPPP, including, but not limited to, an Erosion and Sediment Control (ESC) Plan and Narrative, a Pollution Prevention (P2) Plan, and a post construction Stormwater Management (SWM) Plan shall be prepared and implemented for the 395 Project by the Concessionaire in compliance with applicable requirements of the standards and reference documents listed in Part 2, Section 2.1 including the Virginia Erosion and Sediment Control Law and Regulations and the Virginia Stormwater Management Program (VSMP) Law and Regulations. Performance Based Methods shall be used for determining post construction phosphorous removal and treatment requirements.
- W. The Department has purchased 9.1 lbs of nutrient credits per year to meet the 395 Express Lanes phosphorus removal requirements required for the 395 Project as designed in the conceptual plans provided in the RFP Information package as described in IIM-LD-251. The Concessionaire, as part of its final design, shall develop a final post construction SWM plan for the 395 Project.



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Any changes in the scope or footprint of the established basic 395 Project concept, proposed by the Concessionaire and acceptable to the Department, may require additional analysis to be performed by the Concessionaire at its own cost.

If the Concessionaire determines that additional phosphorus reduction is required relative to its unique design, the Concessionaire will provide for and include the required compensatory mitigation in the post construction SWM Plan. The Concessionaire shall be responsible for all cost associated with the post construction Stormwater Management Plan, as well as compensatory mitigation.

- X. At existing inlet locations where there is an inlet opening on the general purpose side of the barrier between the Express Lanes and the general purpose lanes, and the barrier is being replaced, the Concessionaire shall replace the general purpose inlet opening with an inlet opening of equal or greater length.
- Y. The Duke-Edsall Widening Scope of Work shall not utilize the purchase of nutrient credits for stormwater management.
- Z. The Duke-Edsall Widening design shown in the 395 RFP Conceptual Plans have identified potential locations for post construction stormwater management facilities. However, these locations are preliminary and have not been fully evaluated to determine if these locations are suitable, feasible or sufficient to address all of the stormwater management requirements of the 395 Project. The Concessionaire, as part of its final design, shall evaluate these locations, and if the Department accepts, develop a final post construction stormwater management plan.
  - 1. If any of the locations are found to be unacceptable by the Department, the Concessionaire must identify other acceptable location(s) to meet the post construction stormwater management requirements of the Scope of Work. The Concessionaire must ensure proper ingress and egress to any stormwater management facility and that any specific proprietary facilities have proper maintenance details included in the Record (As-Built) Plans.
  - 2. The Concessionaire shall be responsible for the design and construction of stormwater management facilities as required for the Scope of Work in accordance with IIM-LD-195, and the other standards and reference documents listed in Attachment 1.5a including the Virginia Stormwater Management Program Law and Regulations, and shall comply with the minimum geotechnical requirements contained therein. Performance Based Methods shall be used for determining post construction phosphorous removal and treatment requirements.

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- 3. For the Duke-Edsall Widening Scope of Work, the Design-Builder may use Manufactured Best Management Practices (BMP's) consistent with current Department policy.
- AA. 395 Work related to the Pentagon South Parking Option 4 and performed on the Pentagon Reservation shall be consistent with the following drainage requirements:
  - 1. The Concessionaire shall comply with the Arlington County Stormwater regulations through the Land Disturbing Activity Permit and shall support the requirements of the Pentagon meeting certain Chesapeake Bay Total Maximum Daily Loads reduction milestones through the installation of low impact development (LID).
- BB. The Pentagon is a Cooperating Agency to the Environmental Assessment under 23 CFR 771.111. If Concessionaire changes the design or construction of the planned improvements at the Pentagon Reservation that modify the results of the Environmental Assessment, the Concessionaire will pay all costs and schedule impacts related to any required NEPA re-evaluation. The Department will conduct such re-evaluation of the NEPA documentation and may include additional review by Pentagon representatives.
- CC. The Concessionaire is responsible for compliance with all conditions of the Environmental Permitting requirements as determined by the Pentagon, including Stormwater Management.

**3.7 Roadway Design**

**3.7.1 General Requirements**

The Concessionaire will prepare the final geometric design of the roadway elements in accordance with Good Industry Practice. Functional classifications for roadways and specific design criteria on the 395 Project are to be developed per the standards and specifications set forth in Attachment 1.5a.

- A. Except as outlined in design exceptions and design waivers, the design speed for the 395 Express Lanes and general purpose lanes shall be 65 and 60 miles per hour respectively from one mile north of Edsall Road to 0.7 miles south of the Route 27; and 55 miles per hour from 0.7 miles south of the Route 27 to the Washington D.C. line. The design speed for all exit or entrance ramps shall meet AASHTO criteria as shown in the following table:

395 Project Design Speeds			
Limits	395 Express Lanes	General Purpose Lanes	Ramps

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<b>One mile north of Edsall Road to 0.7 miles south of the Route 27</b>	<b>65</b>	<b>60</b>	<b>*</b>
<b>0.7 miles south of the Route 27 to Washington D.C. Line</b>	<b>55</b>	<b>55</b>	<b>*</b>

\* - Ramp design speeds to be per AASHTO criteria

- B. Except as outlined in design exceptions and design waivers, the 395 Express Lanes and shoulders, and 395 general purpose lanes and shoulders shall meet the Department’s criteria for freeways, as described in the standards and specifications set forth in Attachment 1.5a. The widths of reversible shoulders shall be equal and meet the wider criteria established in the Department and FHWA criteria.
- C. Concessionaire will have the flexibility to propose revised designs that produce time and cost benefits to the Department and/or the Concessionaire without impairing the essential functions and characteristics of the design, including safety, traffic operations, desired appearance, maintainability, environmental protection, drainage, and the constraints of any Regulatory Approvals. In accordance with the Agreement, the Technical Requirements, or the above conditions, the Department will have the right to accept or reject such revised design criteria or designs. The alignments as provided in the conceptual plans included in the RFP Information package have been reviewed and approved for use on the 395 Project. The Concessionaire shall not change the alignment unless approved by the Department.
- D. Except as outlined in design exceptions and design waivers, reversible ramp shoulder widths shall be equal and the widths shall be the wider width as identified with a one way ramp in the standards and specifications set forth in Attachment 1.5a.
- E. All new and existing ramps shall be designed with a parallel design. Acceleration and deceleration lengths shall be designed to meet AASHTO requirements including operational characteristics of the ramp and desirable lengths unless constraints prohibit this desirable length and the reduction justification is approved by the Department.
- F. In order to preclude toll violations and wrong-way access, Concessionaire shall provide a continuous physical barrier system throughout the corridor. Cross-overs from the GP lanes to HOT Lanes will utilize channelizing posts consistent with those in use on the 95 Express Lanes to deter unauthorized use. The Department will have the final approval on the location and type of such barrier system.

### 3.7.2 Requirements for Operational Analysis

The Concessionaire shall provide an operational analysis for any changes to the 395 Project designs as presented in the Design Public Hearings that require an amendment to any of the 395 Project Interchange Modification Reports.

- A. The operational analysis shall demonstrate that the Concessionaire's revised design does not have a significant adverse impact on the safety and operation of the existing facility based on an analysis of current and future traffic. Traffic and operational analysis shall conform to the requirements of IIM-LD-200 *Development of Justification for Additional or Revised Access Points: Creation of Interchange Justification/Modification Reports*.

## 3.8 Pavement

### 3.8.1 Minimum Pavement Sections

The locations for the minimum pavement sections are provided on the Conceptual Plans included in the RFP Information package. If the Concessionaire confirms that the minimum pavement sections and locations of these sections are inadequate for actual design/construction conditions, it shall notify the Department in writing prior to submission of the Technical Proposal of the necessary changes, if any. Acceptable changes to the minimum pavement sections are limited to increasing the thickness of the base or subbase layers specified below. Any changes to the minimum pavement sections and/or location for the pavement sections noted above shall be approved by the Department. The Concessionaire shall be responsible for the final design and construction of the pavements for this 395 Project in accordance with the 395 Contract Documents.

The Concessionaire shall prepare and incorporate into the plans, typical sections, profiles, and cross-sections with the validated pavement sections in accordance with the applicable manuals noted in Attachment 1.5a. This includes drainage and subdrainage requirements to ensure positive drainage both within the pavement structure and on the pavement surface. The minimum pavement sections are as follows:

#### **I-395 Widening and New Construction**

All existing paved shoulders and existing gore areas shall be cut with a smooth vertical face to expose\* the original Portland cement concrete pavement, demolished and reconstructed with the mainline I-395 pavement section identified below. Note that this will require demolition of 2 to 6 feet of the existing right travel lane as well as the existing paved shoulder between the northern limits of the 395 Project and sta 131+50 (approximately 650 feet north of the Route 236 overpass) with the exact limits to be determined by the Concessionaire. The existing general purpose lanes and paved shoulders shall be milled to a depth of 2" and resurfaced with 2" Asphalt Concrete, Type SM-12.5E as indicated on the preliminary plans. All underdrains beneath the existing paved shoulders shall be removed and replaced to the nearest available outlet.

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Surface – 2” Asphalt Concrete, Type SM-12.5E (estimated at 236 lbs/yd<sup>2</sup>)

Intermediate – 2” Asphalt Concrete Type IM-19.0D (estimated at 244 lbs/yd<sup>2</sup>)

Base – 11” Asphalt Concrete, Type BM-25.0A

Subbase – 8” Aggregate Base Material, Type I, Size No. 21B connected to a standard UD-4 edgedrain located beneath the outer edge of the paved shoulder. Modified UD-1 shall be provided in lieu of standard UD-4 edgedrain for pavement sub-drainage in areas of high groundwater, springs or deep (>15’) cuts; the modification consists of wrapping the aggregate with geotextile drainage fabric. On the high side of superelevated sections, where the new pavement will drain towards the existing pavement, provide 8” Aggregate Base Material, Type I, Size No. 21A, pugmill mixed with 4% hydraulic cement by weight in lieu of 21B.

Paved shoulders - use full depth pavement as specified above.

\*The Concessionaire shall add the following note to the typical section sheets in the construction plans: “The VDOT District Materials Engineer shall be notified within 24 hours of exposing the existing concrete, and at least 48 hours prior to placement of widening pavement, to allow for verification of the exposed edge of pavement.”

**Interchange Ramps/Loops –Widening and New Construction**

All existing paved shoulders and existing gore areas shall be cut with a smooth vertical face to expose\* the original Portland cement concrete pavement, demolished and reconstructed with the pavement section identified below. The existing ramp lanes with an existing asphalt concrete surface shall be milled to a depth of 2” and resurfaced with 2” Asphalt Concrete, Type SM-12.5E as indicated on the preliminary plans. All underdrains beneath the existing paved shoulders shall be removed and replaced to the nearest available outlet. The existing composite pavement may not be salvaged where the proposed width of salvage is less than 8 feet.

Surface – 2” Asphalt Concrete, Type SM-12.5E (estimated at 236 lbs/yd<sup>2</sup>)

Intermediate – 2” Asphalt Concrete Type IM-19.0D (estimated at 244 lbs/yd<sup>2</sup>)

Base – 9.5” Asphalt Concrete, Type BM-25.0A

Subbase – 8” Aggregate Base Material, Type I, Size No. 21B connected to a standard UD-4 edgedrain located beneath the outer edge of the paved shoulder. Modified UD-1 shall be provided in lieu of standard UD-4 edgedrain for pavement sub-drainage in areas of high groundwater, springs or deep (>15’) cuts; the modification consists of wrapping the aggregate with geotextile drainage fabric. On the high side of superelevated sections, where the new pavement will drain towards the existing pavement, provide 8” Aggregate Base Material, Type I, Size No. 21A, pugmill mixed with 4% hydraulic cement by weight in lieu of 21B.

Paved shoulders - use full depth pavement as specified above.

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\*The Concessionaire shall add the following note to the typical section sheets in the construction plans: “The VDOT District Materials Engineer shall be notified within 24 hours of exposing the existing concrete, and at least 48 hours prior to placement of widening pavement, to allow for verification of the exposed edge of pavement.”

### **Edsall Road and Duke Street/Little River Turnpike (Route 236) Widening**

All existing paved shoulders and existing gore areas shall be cut with a smooth vertical face to expose\* the full depth mainline pavement, demolished and reconstructed with the pavement sections identified below. All existing pavement on Edsall Road shall be milled to a depth of 2” and resurfaced with 2” Asphalt Concrete, Type SM-9.5D where lanes are shifted for maintenance of traffic but not less than the limits indicated on the preliminary plans. All underdrains beneath the existing paved shoulders shall be removed and replaced to the nearest available outlet. The existing composite pavement on Route 236 may not be salvaged where the proposed width of salvage is less than 8 feet.

Surface – 2” Asphalt Concrete, Type SM-9.5D (estimated at 236 lbs/yd<sup>2</sup>)

Intermediate – 2” Asphalt Concrete Type IM-19.0A (estimated at 244 lbs/yd<sup>2</sup>)

Base – 8.5” Asphalt Concrete, Type BM-25.0A

Subbase – 8” Aggregate Base Material, Type I, Size No. 21B connected to a standard UD-4 edgedrain located beneath the outer edge of the paved shoulder. Modified UD-1 shall be provided in lieu of standard UD-4 edgedrain for pavement sub-drainage in areas of high groundwater, springs or deep (>15’) cuts; the modification consists of wrapping the aggregate with geotextile drainage fabric. On the high side of superelevated sections, where the new pavement will drain towards the existing pavement, provide 8” Aggregate Base Material, Type I, Size No. 21A, pugmill mixed with 4% hydraulic cement by weight in lieu of 21B.

Select Material Subbase (low side of pavement cross-slope only) – 8” Select Material, Type I, Min. CBR 30 connected to a standard UD-4 edgedrain located beneath the outer edge of the paved shoulder.

Paved shoulders - use full depth pavement as specified above.

\*The Concessionaire shall add the following note to the typical section sheets in the construction plans: “The VDOT District Materials Engineer shall be notified within 24 hours of exposing the existing concrete, and at least 48 hours prior to placement of widening pavement, to allow for verification of the exposed edge of pavement.”

### **Little River Turnpike/Duke Street Concrete Pavement Patching and Asphalt Overlay**

The existing Portland cement concrete (PCC) pavements on LRT/Duke Street and at the beginning of Ramp DK-E are in poor condition and shall be removed and replaced with the minimum pavement section for Route 236. Alternatively, the existing Portland cement concrete (PCC) pavement may be salvaged by full depth and partial

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depth patching at the locations identified in the aerial plan in Appendix D of the Geotechnical Engineering Data Report. All patching shall be per the Special Provision for “Patching Hydraulic Cement Concrete Pavement”. Pavement cracks or joints ¼ inch or more in width shall be cleaned and filled with a sealant material in accordance with the Special provision for “Sealing Cracks in Asphalt Concrete pavement Surfaces or Hydraulic Cement Concrete Pavement”. After patching and crack/joint filling, the pavement shall be overlaid with a 3/4” layer of thin hot mix asphalt concrete overlay (THMACO) conforming to Special Provision for “Thin Hot Mix Asphalt Concrete Overlay”.

- A. Pavement design and construction shall meet the requirements of the federal pavement policy, 23 CFR 626 (Chapter 1).
- B. The minimum pavement sections are based upon the following requirements:
  - 1. a minimum soil CBR value of 5 within 2 feet of subgrade (therefore all imported fill material shall have a minimum CBR value of 5),
  - 2. all subgrade is compacted in accordance with the applicable sections of the VDOT Road and Bridge specifications and applicable special provisions and,
  - 3. all unsuitable materials have been removed or modified in accordance with Section 3.5.13.
- C. Pavements shall be designed to ensure positive drainage on the pavement surface and within the pavement structure, including connecting to existing or any new sub-drainage systems.
  - 1. Standard UD-4 edgedrains shall be required for all pavements on this project. Modified UD-1 underdrains shall be installed, in lieu of standard UD-4 edgedrain for pavement sub-drainage, in wet areas, areas of high groundwater, springs, and in cuts greater than 25 feet. The modification consists of wrapping the aggregate with geotextile drainage fabric.
  - 2. Standard Combination Underdrain (CD-1) shall be provided at the lower end of cuts.
  - 3. Standard Combination Underdrain (CD-2) shall be provided at grade sags, bridge approaches, and at the lower end of undercut areas.
- D. Any pavement reconstruction on arterials, local streets, or interchange ramps not specifically noted above shall be designed to meet the design-year traffic and match the existing pavement type at tie-in in accordance with standard WP-2 and in accordance with the Department’s pavement design standards and guidelines.

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- E. Approach slabs for all bridges shall be full width – from face to face of barrier/parapet (including extending under sidewalks and shared-use paths).
- F. Rumble strips will not be used in the 395 Project.
- G. Concessionaire’s plans, typical sections, profiles and cross-sections shall include the appropriate elements identified as a result of the drainage analysis/design and the pavement design. This shall include, but is not limited to, underdrains, stormwater inlets and pipes, and pavement sections reflecting the elements identified in the Concessionaire’s final pavement design.
- H. The area surrounding pavements shall be graded to direct surface water away from paved areas. Any utility excavations or excavations for storm drains within pavement areas shall be backfilled with compacted structural fill in accordance with applicable sections of the Department’s Road and Bridge specifications and applicable special provisions.
- I. The Concessionaire shall submit to the Department for its review, 30 days before the submission of associated final Design Documentation, a pavement design report that documents the assumptions, considerations, and decisions contributing to the Concessionaire’s proposed pavement design, including the following:
  - 1. pavement design details by location, including structural layer materials, general specifications, and thicknesses;
  - 2. relevant pavement evaluation data (structural and functional) and condition information on adjacent roads;
  - 3. relevant geotechnical data and drainage information to verify the pavement design(s);
  - 4. design criteria used in determining the pavement design(s), including annual average daily traffic, percentage heavy vehicles, cumulative traffic loading, pavement material strength factors, and pavement design life; and
  - 5. design calculations documenting the pavement design(s) in accordance with the specified design methodology.
  - 6. a minimum soil CBR value of 5 within 2 feet of subgrade (therefore all imported fill material shall have a minimum CBR value of 5),
  - 7. all subgrade is compacted in accordance with the applicable sections of the VDOT Road and Bridge specifications and applicable special provisions and,



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8. all unsuitable materials have been removed or modified in accordance with the requirements of the Geotechnical Engineering Data Reports.

### **3.8.2 Temporary Pavement**

- A. The Concessionaire shall be responsible for any temporary pavement design and construction. Temporary pavements shall be designed in accordance with the AASHTO Guide for the Design of Pavement Structures (1993 edition) and the VDOT Materials Division's Manual of Instructions. All temporary pavement designs shall be submitted to the Department for review and approval. All temporary pavement designs for interstate mainline or ramp pavements shall have a minimum 6 inches of asphalt concrete and shall meet the following minimum design criteria:
  - Design Life – 6 months minimum or such longer duration as may be required per the Concessionaire's MOT sequencing
  - Reliability – eighty-five percent (85%) minimum
  - Initial Serviceability – 4.2 minimum
  - Terminal Serviceability – 2.8 minimum
  - Standard Deviation – 0.49 minimum
  - CBR value for subgrade soils determined through laboratory tests.
- B. Temporary pavement shall be required for all locations where the Concessionaire will shift traffic onto an existing shoulder.
- C. All temporary pavement shall be completely removed once it is no longer in service.
- D. The Concessionaire shall be responsible for maintenance of all temporary pavements and temporary pavement markings.

## **3.9 Traffic Engineering**

### **3.9.1 General**

- A. The Concessionaire shall provide plans for all traffic control devices with its Design Documentation. Transitions from new markings, markers, and delineators to existing shall be planned such that road users will discern only a minimum change in delineation concept. Design Documentation for the Department's review and approval for traffic control devices shall be submitted as a complete package for each construction segment. All new and existing traffic control devices within the 395 Project limits and those signs outside the 395 Project limits shall be installed modified or replaced in accordance with the standards and specifications set forth in Attachment 1.5a.

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- B. All traffic control devices shall be designed and installed to comply with the standards and specifications set forth in Attachment 1.5a and the requirements of the maintaining agency.
- C. The Concessionaire shall be responsible for the design and construction of the 395 Project signing, pavement markings, pavement markers, delineators, roadway and sign lighting, and traffic signals. Traffic control devices shall include:
  - 1. all signs, signals, pavement markings, pavement markers, roadway and interchange lighting, overhead signs and delineators necessary within the 395 Project limits; and
  - 2. signs, mounting structures, and associated lighting outside the 395 Project limits that are necessary to orderly lead, guide, and regulate traffic to the 395 Project.

**3.9.2 Pavement Markings**

- A. The Concessionaire shall provide and maintain pavement markings and reflective pavement markers meeting the standards and specifications set forth in Attachment 1.5a.
- B. On any pavement reconstruction undertaken by the Concessionaire, the Concessionaire shall tie in and match the existing permanent pavement marking systems.
- C. Temporary pavement markings and striping shall not be placed on the final surface course unless approved by the Department.
- D. All existing pavement markings and markers that do not conform to the final traffic patterns shall be eradicated and removed in accordance with the standards and specifications in Attachment 1.5a.
- E. Thermoplastic permanent marking may be used for final markings in the 395 Express Lanes only. All other pavement markings shall conform to VDOT Road and Bridge Specifications.
- F. Enhanced barrier delineation shall be used in the 395 Project as shown in the 395 RFP Conceptual Plans and as detailed in Attachment 3.9c.
- G. Purple E-Z Pass Logos shall be installed at the locations shown on the 395 RFP Conceptual Plans. The logos shall meet the criteria shown in Attachment 3.9a, including the installation of the pavement message “ONLY” at each location as indicated.
- H. High-Contrast Pavement Markings shall be used on all Bridge decks.

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- I. Pavement marking tape shall conform to the requirements shown in Attachment 1.5a and Attachment 3.9b.
- J. Channelizing posts used in the Emergency Crossovers shall match existing channelizing posts on 95 Express Lanes and be yellow in color.

**3.9.3 Static Signs**

- A. The Concessionaire shall design, fabricate, and install all new guide, supplemental, route marker, regulatory and warning signs required for this 395 Project to meet standards and specifications set forth in Attachment 1.5a. The Concessionaire shall also modify or remove any signage, including associated structure, foundation and lighting, outside of the limits of the 395 Project that is no longer appropriate or pertinent to this 395 Project.
- B. The 395 Project signing concept as provided in the conceptual plans included in the RFP Information package has been reviewed and approved for use on the 395 Project. The Concessionaire shall not change the signing concept unless approved by the Department. The Concessionaire shall prepare a final Signage Plan consisting of the 395 Project Roll Plan and the Trail Blazer Roll Plan, and present the plans for review and comment by the Department. The 395 Project Roll Plan will be used for reviewing the dynamic messaging and static signs on the I-395 corridor and connecting roadways to include proposed sign locations and messages for all guide signs and HOT lane signs applications. The Trail Blazer Roll Plan will be used for reviewing static signs (trail blazers) on highways, feeder roadways and other roadways notifying motorists of the access to the 395 Project.
  - 1. The roll plans shall show proposed locations for relocating existing signs, and proposed locations for existing and new structures.
  - 2. The roll plans shall also display signing, both existing (to remain) and proposed, for all mainlines, ramps and interchanges, as well as for the arterial streets, frontage roads, and any other roadways that contain signing that is affected by the 395 Project.
  - 3. The roll plans shall also include the locations of all proposed and existing Dynamic Message Signs. The roll plan features shall include but are not limited to, the existing and proposed roadway alignments, right-of-way, baseline of construction (including stationing), and existing topography at the tie-in points of the roadway limits of work. The proposed pavement markings may also be shown on the roll plan.
  - 4. Submittal of the roll plans to the Department shall occur prior to final design.

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- C. Existing fixed sign panels can be re-used or relocated if they are demonstrated to be in good condition with no damage or deterioration and in accordance with the requirements of Attachment 1.5a.
- D. The 395 Express Lanes signage scheme will:
  - 1. support the integration of the 395 Express Lanes with the existing road network;
  - 2. facilitate navigation of the road network, including access to, travel along and egress from the 395 Express Lanes;
  - 3. be consistent with the existing directional and regulatory signing system on the existing road network and the Route 95 Express Lanes in Virginia Project; and
  - 4. be installed within 25 feet of the location shown on the Signing and Pavement Marking Roll Plots unless otherwise approved by the Department. For signing along arterial roadways, all guide signs, dynamic message signs and supplemental guide signs on overhead structures or trailblazers on posts shall be installed within 50 feet of the location shown on the Signing and Pavement Marking Roll Plots unless otherwise approved by the Department.
- E. The types of signage that constitutes directional and 395 Project signage include:
  - 1. advance direction signs
  - 2. intersection direction signs
  - 3. trailblazer signs
  - 4. advance exit signs
  - 5. exit direction signs
  - 6. reassurance signs (static and dynamic)
  - 7. permission signs
- F. The following new sign structures and foundations (full span and cantilever) shall be designed to accommodate an additional static sign load of 200 sq. ft. for future use (for location of sign structures, see RFP Conceptual Plans):
  - 1. S4-137-A
  - 2. N-395-9A
  - 3. N-395-13/S-395-13

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4. N-395-28A/S-395-28A
  5. N-395-30/S-395-30
  6. N-395-39A
  7. N395-46A/S395-46A
  8. EADS-5
  9. N395-48A.
  10. N4-130-B
  11. S4-135
- G. The Concessionaire shall be responsible for planning, coordinating, and obtaining Regulatory Approvals, if required, and removing and disposing of structures and obstructions. The Concessionaire shall relocate all signs within the construction limits that conflict with construction work. Signs that are not needed for the safe and orderly control of traffic during construction may be removed and stored in a manner that will preclude damage and reinstalled in their permanent locations prior to Final Completion.
- H. No overhead sign structures shall be bridge-mounted or parapet-mounted. Sign structures built into the bridge to support signs to be viewed by traffic traveling over the bridge shall be permitted.
- I. Dynamic message signs (DMS) shall not be cantilever or bridge-mounted.
- J. The Concessionaire shall be responsible for coordination with the Department or the pertinent local agencies or jurisdictions in order to install directional signage, including, without limitation, obtaining all applicable Regulatory Approval. Sign panel replacement within the District of Columbia will need to be coordinated with the District Department of Transportation.
- K. The Concessionaire shall adjust all signage within the construction limits whose messages conflict with construction work. Signs that are not needed for the safe and orderly control of traffic during construction may be removed and stored in a manner that will preclude damage and reinstalled in their permanent locations prior to Final Completion.
- L. The Concessionaire shall provide the necessary guide, warning and regulatory signs for the 395 Project.
- M. The Concessionaire shall maintain all existing signs during construction, unless they are to be removed permanently or have been replaced as required by the 395 Project. For any existing signs that require relocation due to construction, the Concessionaire shall present pertinent details, such as sign designs, mounting details, locations, for the Department's review and comment, prior to relocation.

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- N. The Concessionaire shall modify or remove existing signs and structures that are rendered inaccurate, ineffective, confusing or unnecessary. Where sign panels are replaced or added to existing sign structures, vertical strut lengths will be designed or modified as needed to not extend beyond the limits of the new sign panels. The Concessionaire shall obtain the Department's approval prior to making any such changes.
- O. The Concessionaire shall identify all existing signage impacted by the 395 Project, including signs and associated sign structures that are outside the physical limits of roadway construction. For modifications (including adding, deleting or modifying sign panels) to any existing overhead/cantilever sign structure affected by the 395 Project, the Concessionaire shall provide comprehensive structural analysis for the Department's review and written comment prior to the commencement of design. To assist with the structural analysis, the Department will provide (if available) existing structural information, shop drawings, and foundation calculations to the Concessionaire for each existing sign structure identified by the Concessionaire.
- P. The Department will review the structural analysis provided by the Concessionaire for each sign structure to determine whether or not the existing structure and and/or sign can be modified as proposed. If it is determined that modifications to the existing sign structure and/or signs are not structurally acceptable, the Concessionaire shall provide new signs and structures, in accordance with Attachment 1.5a, to replace the existing sign structures and signs.
- Q. Lighting conditions shall conform with the Department's standard lighting requirements for freeway operations and shall be subject to the Department's approval. Signs shall incorporate highly reflective sheeting material to optimize lighting installation. The Concessionaire shall perform an Overhead Sign Lighting Study in conformance with IIM-TE-380 (Overhead Sign Lighting Standards) to determine which, if any, overhead signs require lighting. The same sign lighting design shall be applied throughout the 395 Project for both existing and new signs. The Concessionaire shall provide the Overhead Sign Lighting Study to the Department for review and approval prior to final design. Luminaire retrieval systems will not be required for luminaires that are maintained by the Concessionaire.
- R. Post Interchange Signs (as defined in MUTCD Section 2E.35) shall be installed on the 395 Project in accordance with applicable standards where space and/or permanent structures permit.
- S. The Concessionaire shall place milepost and intermediate markers at 0.2 mile intervals facing northbound on the right side of the roadway on the reversible lanes and facing southbound on the left side of the roadway.

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- T. The mile markers shall conform to MUTCD Figure 2H-2, Reference Location Signs, and intermediate markers shall conform to MUTCD Figure 2H-3, Intermediate Reference Location Signs.
- U. For signing along the mainline, all guide signs, dynamic message signs and supplemental guide signs on overhead structures shall be installed such that 800 foot minimum spacing is maintained between signs. In areas where the 800 foot minimum spacing cannot be maintained the Concessionaire shall obtain approval from the Department to reduce the spacing.
- V. The limits of directional and 395 Express Lanes signage, for the 395 Project for which the Concessionaire is responsible, shall extend to provide sufficient information to users of the 395 Express Lanes for direction and access purposes to all entry and exit points.
- W. The Concessionaire shall perform line of sight analysis for all sign structures as necessary to confirm drivers have sufficient time to read the sign messages, and signs are not visually obstructed.
- X. The Concessionaire shall provide accurate and detailed elevations for all sign structures, including all dimensions, existing physical features and proposed constructed features to confirm physical locations and orientation.
- Y. Clearview font will not be allowed on any new signs.
- Z. The Concessionaire shall prepare and submit for approval a Sign Sequencing Plan and a Sign Unveiling Plan. The Sign Sequencing Plan shall be coordinated with and included in the Traffic Management Plan defined in Section 1.9.3 of these Technical Requirements. The Sign Unveiling Plan shall be coordinated with the events of, and included in the Traffic Management Plan and the opening schedule of the completed lanes. Both plans shall be approved by the Department prior to implementation. These plans shall provide a detailed sequence for covering and removing the existing signs and unveiling the covered existing and completed proposed signs. The Sign Sequencing Plan shall be focused on signs during construction activities while the Sign Unveiling Plan shall be focused on opening the completed lanes to traffic. The Department will coordinate with the Concessionaire to provide a permitted timeframe to implement these plans. The Sign Unveiling Plan shall specifically address the transition from HOV to Express Lanes (i.e. from existing HOV signs to purple top caps) and how HOV signing and enforcement will be maintained until Service Commencement and shall be finalized no later than sixty (60) days prior to Service Commencement.
- AA. The use of purple backgrounds shall be as depicted in the 395 Express Lanes signing concept as provided in the 395 RFP Conceptual Plans.

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### 3.9.4 Traffic Signals

- A. The Concessionaire shall design, supply and install all necessary temporary and permanent traffic signals and related infrastructure for the 395 Project as provided by this section and the standards and specifications set forth in Attachment 1.5a.
- B. The Concessionaire shall design the 395 Project to include new traffic signal installations and modifications to existing traffic signal installations meeting the design requirements of the maintaining agency. The Department shall provide reasonable assistance to the Concessionaire in obtaining the relevant design requirements from any maintaining agency.
- C. The Concessionaire shall provide communications between all temporary and permanent traffic signals for the 395 Project and the maintaining agency's traffic signal system. The communications medium shall be broadband compatible with the maintaining agency's communication system or plan.
- D. New traffic signals on the 395 Project will be integrated with existing traffic signals using the following approach:
  - 1. The Concessionaire shall design, program, adjust controller timings, test, and commission the new signalized intersections for coordinated operations matching the maintaining agency's existing coordination plans. The Concessionaire shall provide timing for existing signal coordination plans.
  - 2. The Department or the maintaining agency will test and commission any new local signalized intersection for network operations with the existing traffic signal system and will re-time network signals, as needed, to accommodate network demand.
  - 3. The Department or maintaining agency will optimize traffic signal timing at intersections with 395 Project entry and exit ramps and approaching roadways to ensure that traffic does not normally produce queues that create a safety hazard on either the 395 Project or the approaching roadways.
- E. The Concessionaire shall keep the existing signalized intersections within the Rights of Way functional during the Work period. If signals must be shut down, the Concessionaire shall provide temporary signals or appropriate traffic controls. Temporary signal shut down shall not be permitted.
- F. For each phase defined in the MOT Plan and temporary traffic control plans, the Concessionaire shall develop signal timing plans for the 395 Project and roadways designated as detours and submit the plans to the Department. The Concessionaire shall implement, test, and adjust signal timings to prevailing



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conditions. The Concessionaire shall develop signal timing plans for all peak and non-peak periods which may require more than eight (8) plans.

- G. The Concessionaire shall install and be responsible for all aspects of temporary and permanent traffic signal installation to include but not be limited to design, obtaining permits, installation, rehabilitation of disturbed areas, and acquiring dedicated SE-5 metered electric service power and broadband communication connections.
- H. The Concessionaire shall install and connect dedicated SE-5 metered electric service power service for temporary and permanent traffic signals for the 395 Project.
- I. Conductor/communication cables shall be placed in buried conduit, embedded conduit, and structure and bridge-mounted conduit.
- J. The Concessionaire shall not open trench any existing pavement for the installation of conduit, except in areas that will be overlaid or rebuilt. For overlays over trench areas, the new pavement section shall match the existing pavement section.

### 3.9.5 Roadway Lighting

- A. **Lighting During Construction.** The Concessionaire shall preserve all existing lighting assets along the I-395 Corridor throughout the Construction Period in order to avoid a diminution of the existing lighting conditions for a period of more than 30 days unless otherwise approved by the Department. The Concessionaire may accomplish this by staging its construction operations for the repair or replacement of existing lighting assets impacted by the Work is completed within 30 days of such assets being taken out of service or otherwise impacted so as to cause a diminution of the existing lighting conditions. If the necessary repair or replacement of an existing lighting asset cannot be completed within the 30 day period, the Concessionaire shall provide, prior to the expiration of the 30 day period, temporary lighting equipment until the completion of the repair or replacement Work.
- B. **Not Used.**
- C. **Requirements for Lighting Design.** All lighting design shall:
  - 1. be prepared in accordance with the *USDOT Roadway Lighting Handbook*; VDOT Road and Bridge Specifications and Illuminating Engineering Society of North America Recommended Practices;
  - 2. be performed using AGI-32 computer software;
  - 3. include point-to-point lighting analysis and calculations submitted to the Concessionaire for review and approval; and

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4. use full cut off fixtures.

**D. Lighting for 395 Project.**

1. 395 Express Lanes lighting shall include Partial Interchange Lighting for new or modified entry and exit connections to the 395 Express Lanes.
2. Continuous lighting is required for the 395 Express Lanes. The Concessionaire shall submit to the Department for review and approval an evaluation of the existing lighting to determine the adequacy of the existing lighting. Existing lighting in the HOV Lanes and the general purpose lanes along the 395 Corridor may be considered in the lighting evaluation.
3. As determined in the approved evaluation of the existing lighting, the Concessionaire shall upgrade deficient lighting and add new lighting. For all new lighting, Light Emitting Diode (LED) Roadway Luminaires in accordance with the VDOT Special Provision dated July 23, 2015 shall be used.

**3.9.6 Power**

- A. The Concessionaire shall design, install, and connect electrical power service to sustain all operations for the ETTM system, including all other facilities required for the 395 Project.
- B. Junction boxes shall not be combined for Concessionaire and Department power facilities.
- C. The Concessionaire shall be responsible for new utility service connections, including full coordination with the utility owners and payment of connection fees. The Concessionaire shall be responsible for paying the monthly utility bills associated with new service panels, up to and including the date Service Completion. The Concessionaire is responsible to perform or cause to be performed the design, supply, and installation of all new power feeds (from service panel to power source) necessary or feed modifications requiring service upgrade from the electric utility company as part of the Work.
- D. The Concessionaire shall install and have connected power service dedicated metered SE-5 for new or relocated traffic signals and separate dedicated metered SE-5 for lighting (sign, roadway, and interchange) for the 395 Project.
- E. The Concessionaire shall provide back-up electrical power service to support Operations and Maintenance Work in Emergency situations where the primary power source is not available, where practical.
- F. The power supply for the ETTM Equipment shall be metered independent from any non-ETTM Equipment. The power supply for any 395 Express

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equipment (including lighting) shall be metered independent from any Department power supply. The power supplies for all (both Concessionaire and Department owned) existing roadside equipment and infrastructure must remain in service at all times.

- G. Where approved by the Department, and consistent with 3.9.6.F above, new 395 Express Lanes lighting, ITS and TMS roadside equipment may be connected to existing Department electrical service panels if separately metered.
- H. The Concessionaire shall provide back-up power (generators and UPS) for the operations of the gate systems which includes the reversible gates, the pricing confirmation DMS signs, CCTV cameras, and other ETTM Equipment if part of the gate system.
  - 1. Generator sizing shall be determined by the Concessionaire based on the projected equipment loading.
  - 2. Propane fuel supply lines between the generators and the fuel storage tank shall be underground.
- I. The Concessionaire shall provide an uninterruptible power supply (UPS) back-up power for the operations of the gate systems' DMS listed in Attachment 3.9d which includes the pricing confirmation DMS signs and all parts of the gate system.
- J. Vehicle access shall be provided at each generator site for refueling. Such access shall accommodate safe ingress/egress for a typical refueling vehicle.
- K. Phase taping of electrical conductors shall not be permitted. Electrical conductors shall have a continuous colored jacket between connection and termination points.
- L. Power infrastructure shall not share conduit or junction boxes with communications infrastructure.
- M. Conduit and junction box locations for the 395 Project power infrastructure as shown in the RFP Conceptual Plans have been reviewed and approved for use on the 395 Project. The Concessionaire shall not change the location of the 395 Project conduit and junction box locations for power infrastructure unless approved by the Department.

### **3.10 Fences and Barriers**

- A. The Concessionaire shall be responsible for securing the Work and providing all temporary fencing necessary to ensure the safety of the work force and members of the public.

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- B. The Concessionaire shall perform a safety risk analysis to determine whether fencing should be used to separate the sound wall erection work zones from adjacent properties and, if such analysis shows that fencing is required, the Concessionaire shall provide temporary six- foot-high (minimum) chain link security fencing at any such locations.
- C. Glare screens or extended height barriers shall be installed on all concrete median barriers separating the 395 Express Lanes from the GP Lanes with glare conditions.
- D. Except for temporary fencing, all chain link fabric, posts, rails and other associated hardware for fences, including these items on permanent structures, shall be black vinyl-coated and the details for fences shall be in accordance with the standards in Attachment 1.5a.
- E. Fencing surrounding all generator sites shall include screening to match that in use on existing 95 Express Lanes generator sites.

**3.11 Aesthetics**

- A. Aesthetic treatments shall be designed to be consistent with the local landscape and architecture, as well as the developed themes of the local setting. The Concessionaire shall coordinate with local and state agencies to develop an aesthetic concept, including coordination with the State Historic Preservation Office, as applicable, while maintaining applicable design standards
- B. The following items will be considered in defining the aesthetics concepts for the 395 Project design when these features will be visible to the public upon completion:
  - 1. material, finish, color, and texture of sound barrier walls, retaining walls (including MSE walls, soil nail walls, tieback walls, and gravity walls), bridge elements (barriers, railings, parapets walls, abutments, wingwalls, and piers;
  - 2. paved slope treatments and hardscape at interchanges and intersections;
  - 3. median or other specialty paving, including material, finish, and color;
  - 4. fencing;
  - 5. signage (including overhead, attached, ground-mounted, and gantries);
  - 6. lighting poles and lamps; and

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- 7. any permanent building construction for the 395 Project, including ancillary support, operational, and toll collections.
  
- C. All permanent structures shall be carefully detailed to achieve the greatest level of aesthetic quality and fit in accordance with (A) above. All permanent structures shall be proportioned to avoid excessive size, bulk and mass.
  
- D. Graphics, signage, and lighting shall be consistent along the entire length of the 395 Project.
  
- E. Aesthetic elements shall be easy to maintain and resistant to vandalism and graffiti.
  
- F. Aesthetics elements shall be fully integrated with the overall landscape design.
  
- G. Specific Requirements
  - 1. Sound Barrier Walls

Architectural treatment shall be provided for both the roadway and the landowner side of all sound barrier walls. Architectural treatment details shall be in accordance with the requirements of the Manual of Structure and Bridge Division, Part 12 Sound Walls – Architectural Treatment and approved aesthetic concept.
  
  - 2. Retaining Walls

Architectural treatment details shall be in accordance with the requirements of the Manual of Structure and Bridge Division, Part 2 Chapter 5. .
  
- H. Where existing structural elements that are to be incorporated into the 395 Project have aesthetic treatments, the surface finish and color for sound walls, retaining walls, bridge parapets and walls, and bridge abutments shall match existing.
  
- I. Where structural elements have no aesthetic surface treatments specified, elements shall receive a smooth concrete finish in accordance with the standards and specifications set forth in Attachment 1.5a.

**3.12 (Landscaping) .**

- A. Landscaping will be handled as a Department Change, without any time extensions. This shall include design and installation of plant material, sodding, associated watering, necessary maintenance, a guaranteed 2 year post-Final Completion establishment period, and other associated costs to complete the landscaping work.

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- B. The landscaping species and locations will be finalized with the Department's input. The Concessionaire shall complete the landscaping plans within 60 days, once the final noise walls study, design and are approved by the Department.
- C. A Department Change authorizing the initial design efforts shall be issued in a timely manner.
- D. Any Department Change subject to Section 3.12 will be issued before 365 days from Final Acceptance Date.
- E. The Department Changes for landscaping will generally be limited to reforestation and enhancement of area disturbed during construction..
- F. Stabilization of disturbed areas of the project to maintain permit conditions shall not be included in the Department Change for landscaping and shall be the Concessionaire's responsibility.
- G. The Concessionaire shall provide landscaping as required to mitigate Project impacts to the community.
- H. Landscape plans shall be prepared by a Virginia Licensed Landscape Architect and shall be submitted to the Department for review and approval. The plans shall be prepared in a format consistent with the Department's standards for roadway plans.
- I. The Concessionaire shall assume that adequate locations will be identified within the proposed Right Of Way.
- J. Progress payments will be made monthly by the Department in accordance with the Agreement.

**3.13 Capital Asset Facilities**

- A. If the Concessionaire constructs a building within the 395 Right of Way on state property, the Concessionaire shall submit plans and specifications to the Department of General Service's (DGS) Bureau of Capital Outlay Management (BCOM) to obtain a building permit. At completion, the Concessionaire shall have the building inspected by BCOM to obtain an occupancy permit. Also any building project constructed on state property costing \$100,000 or more will require an Environmental Impact Review processed through the Virginia Department of Environmental Quality and approved by the Governor. The Department does not guarantee that the Concessionaire's request will be desired or accepted. The Concessionaire's plans must be approved by the Governor as required by Section 2.2-2402 of the Code of Virginia. Further, all construction work shall comply and be consistent with the Uniform Federal Accessibility Standards as applied to buildings on government property. Also, the

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Concessionaire shall obtain any other permits and approvals required under Law.

1. If the Concessionaire wants to make changes, additions or improvements to the structure in the future, BCOM approval is required.
  2. Section 2.2-1149 of the Code governs the acquisition of property for office space, district offices, residencies or area headquarters and provides that for such acquisitions, Governor approval is required and the normal DGS requirements for acquisition of capital outlay property would apply.
- B. The overall design and construction shall comply with Virginia Energy Conservation and Environmental Standards, DEB Notice 12018 and all applicable building and fire codes.
- C. The Concessionaire shall obtain building permits and Regulatory Approvals for construction and occupancy.
- D. The Concessionaire shall procure any zoning variances required for construction and occupancy.
- E. If the Concessionaire should seek to construct a building at one of the Department's maintenance facilities, the same requirements for construction outlined above will apply. The Concessionaire will be required to sign a lease agreement to construct a new building or to lease all or part of the Department's existing facilities at one of these locations. A minimum of four months would be required to obtain a lease which would require the Governor's approval.
- F. If the Concessionaire buys property outside of the 395 Project Right of Way with the intention of retaining ownership of it throughout the Term and then transferring it to the Department when the Agreement expires, then all of the requirements for construction listed above will apply. If the Concessionaire buys vacant property that will ultimately be owned by the state at the end of the Term, the Concessionaire will be required to have building permits and occupancy permits for any new structures. If the Concessionaire buys land with existing buildings and the property will ultimately be owned by the state, the Concessionaire will have to obtain an occupancy permit approved by BCOM.
- G. If the Concessionaire buys property outside the 395 Project Right of Way, and the property will ultimately be owned by the state at the end of the Term, the Department will conduct an environmental site assessment and develop an agreement concerning the initial environmental condition of the property. The agreement shall allow the Department to periodically inspect the property for environmental or other issues and allow the Department to perform another site assessment before the property becomes state property to assure the property is environmentally acceptable. If the property is not acceptable, the

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Concessionaire shall clean the property to standards acceptable to the state before the property will be approved/accepted by the Department.

**3.14 Bicycle and Pedestrian Facilities**

- A. The Concessionaire shall design and construct the 395 Project to include reconstruction of any disturbed pedestrian and bicycle facilities.
- B. All existing pedestrian and bicycle facilities shall be maintained throughout construction until permanent facilities can be fully opened. Any temporary pedestrian or bicycle facility closure request shall be submitted in writing to the Department for review and comment.
- C. All new facilities and modifications to existing facilities will be designed in accordance with the standards and specifications set forth in Attachment 1.5a. Where a box culvert is replaced along a proposed or existing trail, the replacement shall have sufficient width and vertical clearance to accommodate a shared-use path adjacent to the stream. The walking surface of the path shall be located above the five-year storm.
- D. If applicable, the Concessionaire shall conduct coordination meetings with all local jurisdictions and the Department to ensure all existing and planned pedestrian and bicycle facilities are identified along the 395 Project corridor.
- E. If applicable, the Concessionaire shall coordinate with the Department's District Bicycle Pedestrian Coordinator and local jurisdictions on the design, maintenance of traffic and construction staging of the bicycle and pedestrian facilities within the project limits.
- F. All pedestrian signal displays shall be countdown signals.
- G. Pedestrian pushbuttons shall be a minimum of 0.5 cm (2 in) across in one dimension and shall contrast visually with the housing or mounting.
- H. Pavement designs for sidewalks and paths shall include a minimum four inch layer of Aggregate Base Material Type 1, Size 21 B, or comply with site and subsurface conditions, whichever is greater.
- I. The Concessionaire shall design and provide drainage, if needed, for any new independent pedestrian or shared-use path bridge. Drainage scupper grates on the bridge should preferably be located within the 2-foot shoulder of the path.

**3.15 Structures and Bridges**

**3.15.1 General**

- A. Type of Structures



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1. Bridges;
2. Bridge Class Culverts including “tunnels” below embankments for local access between property;
3. Buildings for storage, system equipment, occupation, and related facilities;
4. Retaining Walls;
5. Overhead Sign Structures;
6. High Mast Lighting Poles;
7. Light Poles;
8. Traffic Signal Poles;
9. Sound Walls; and
10. Toll Gantries

### 3.15.2 Definitions

#### A. Permanent Structures

1. Permanent structures include but are not limited to bridges, retaining walls, sound walls, bridge class culverts, sign structures, lighting structures, and system equipment structures, toll gantries, control rooms, and other buildings.
2. Bridges and Culverts are defined in IIM-S&B-27 *Bridge Safety Inspection*
3. Traffic Structures are listed in IIM-S&B-82 *Traffic Structures, including Toll Gantries*
4. A “bridge class culvert” is defined as follows:
  - i. A culvert having an opening measured along the center of the roadway of more than 20 feet between undercopings of abutments or spring lines of arches, or extreme ends of openings for multiple boxes; it may also include multiple pipes, where the clear distance between openings is less than half of the smaller contiguous opening; or other culverts that may be defined as a bridge class culvert in accordance with National Bridge Inspection Standards, the Code of Federal Regulations (23 CFR 650.3), and/or

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- ii. Culverts that do not meet National Bridge Inventory definitions and have an opening equal to or greater than 36 square feet, and bridges less than 20 feet between undercopings of abutments or between springlines of arches as defined in IIM-S&B 27-Bridge Safety Inspections.

**3.15.3 Design**

- A. In addition to the requirements in this section and the Standards and Specifications set forth in Attachment 1.5a, the Concessionaire shall also meet the scope items and additional requirements outlined in Attachment 3.15c.
- B. Design Standards
  - 1. All bridge widening and/or modifications of existing bridges, repair of existing bridges, new culverts and retaining walls, and modifications to existing culverts and retaining walls shall be designed in accordance with AASHTO Load and Resistance Factor Design Bridge Design Specifications (“AASHTO LRFD”) and all current revisions and Department modifications (IIM-S&B-80 *VDOT Modifications to AASHTO LRFD Bridge Design Specifications*) issued as of the issuance date of the RFP. All other structures shall be designed to the appropriate design specifications set forth in Attachment 1.5a.
  - 2. The Concessionaire shall comply with the Department’s Manual for the Structure and Bridge Division.
  - 3. Bridge width and length shall be determined by the functional classification of roadway(s) being considered and the facility being intersected. Under no circumstance shall the minimum vertical clearance be less than 16 feet 6 inches over existing and proposed roadways and streets carrying vehicular traffic, unless an applicable Design Exception or Design Waiver is approved.
  - 4. The Concessionaire shall comply with the Department’s Road & Bridge Standards, Vol. I & II. Should any standard for retaining walls and culverts not be in accordance with AASHTO LRFD, then the Concessionaire shall verify design and/or implement a modified version of the requirement such that it is in compliance with AASHTO LRFD.
  - 5. The minimum vertical clearance to overpass bridges above the proposed 395 Express Lanes shall not be less than 16 feet and 6 inches except for locations where a Design Exception or Design Waiver has been previously approved. The Concessionaire shall be responsible for obtaining approval of additional Design Exceptions and Design Waivers at locations where the minimum vertical clearance is lower than the clearances shown in the RFP Conceptual Plans.

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6. Each new bridge parapet or barrier shall include a bridge conduit system at locations where an existing conduit system is in place. At a minimum, the replacement conduit system shall be comprised of two 2-inch diameter conduits. Refer to the RFP Conceptual Plans for conduit requirements. The location of the first conduit shall be as shown in the standard drawing for Bridge Conduit System per the Manual of the Structure and Bridge Division. The second conduit shall be located such that the crash test criteria for the parapet or barrier are not voided, as determined by the Department. Existing electrical service shall be maintained throughout construction.
  7. Concrete Class A4 (Low Shrinkage) shall be used for all widened bridge decks, bridge parapets/barriers, and bridge medians, except as shown in the RFP Conceptual Plans. Very Early Strength, Latex-Modified Concrete (LMC-VE) shall be used for all bridge deck overlays.
- C. Details and Drawings for Permanent Structures
1. All details and drawings should be in accordance with the Department's Manual of the Structure and Bridge Division.
  2. Details and drawings not specifically included in the Manual of the Structure and Bridge Division may only be included in structural plans and working drawings after review and approval by the Department. Should any such details not be acceptable, the Concessionaire shall make the necessary modifications or shall submit an alternate detail that is acceptable to the Department.
  3. Any repairs and modifications to existing bridges or structures shall be designed, detailed and submitted to the Department as a plan package for review and approval. A preliminary type, size and location plan, including all proposed stages of construction, shall be submitted by the Concessionaire to the Department for review and approval prior to proceeding with final design. The stage construction plans shall outline expected methods of protecting roadway users and pedestrian traffic during each stage. Additional requirements for Plan Submittals shall be as outlined in other sections.
  4. Retaining walls associated with any bridge shall be included with the bridge Stage I plan submittal package. Shop drawings for these retaining walls are not required at the Stage II plan submittal.
  5. The use of continuous span units and jointless bridge design technologies shall be used as outlined in the Department Manual of the Structure and Bridge Division.
  6. The Department standard parapets and rails shall be used.

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7. File No. 06.07 of Part 2, of the Manual of the Structure and Bridge Division, shall be extended as follows: Approach slabs shall be full width – from face to face of barrier/parapet (including extending the approach slab under sidewalks, shared-use paths, medians, and/or other such features).
8. On the plans, all deep foundation units shall be numbered.
9. Infinite life fatigue requirements shall apply to bridges as shown in Attachment 3.15c.
10. The use of asphalt overlay on concrete bridge decks shall not be permitted.

### **3.15.4 Existing Bridges & Structures**

#### **A. General Requirements**

1. The requirements below are in addition to those listed in Section 3.15.3.
2. The Concessionaire is required to submit plans for the modification of an existing structure that are consistent with the requirements set forth in Attachment 3.15c. Plan sets are also required to show all changes, including but not limited to vertical and horizontal clearances, lane configurations on and beneath bridge, addition of bridge conduit systems and other modifications.
3. All modifications to existing bridges, including complete or partial removal of a bridge, shall be staged as necessary to maintain travel lanes for the duration of construction and in accordance with these Technical Requirements. Additionally, the Concessionaire shall provide continuous and safe access for pedestrians and bicycle traffic through or around the limits of construction. Temporary pedestrian and bicycle access must comply with Americans with Disabilities Act Guidelines for State and Local Government facilities.
4. It is the Concessionaire's responsibility to obtain and verify any required as-built field details and dimensions needed for any purpose including, but not limited to, modifying or dismantling any existing bridge.
5. To obtain copies of Bridge Safety Inspection Reports, Concessionaire complete a CII/SSI Non-Disclosure Agreement as outlined in IIM-S&B-71 CRITICAL INFRASTRUCTURE INFORMATION (CII)/SENSITIVE SECURITY INFORMATION (SSI).
6. At the locations where standard VDOT Bridge Pier Protection System (BPPS-1) is indicated in the RFP Conceptual Plans, existing bridge piers shall be protected by a pier protection system consisting of the standard

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VDOT Bridge Pier Protection System (BPPS-1). The standard BPPS-1 barriers shall be designed and detailed in accordance with the Structure and Bridge Manual. At locations where the Pier In-Fill Wall Barrier System is indicated in the RFP Conceptual Plans and Design Exception 14, the “pre-approved” Conceptual Pier In-Fill Wall Barrier System (included in Design Exception 14) shall be used and no further analysis of the existing bridge piers for the collision force specified in AASHTO LRFD Section 3.6.5 will be required.

7. Existing bridge spans shall be widened with the same beam type and same material (e.g. steel or concrete).
8. For widening and modification of existing bridges over roadways, the minimum vertical under-clearance of the widened structure shall not be less than the minimum vertical under-clearance of the existing structure.

### B. Scope of Work for Existing Bridges

1. The scope of work for existing bridges shall include the following:
  - i. Bridge specific requirements as shown in Attachments 3.15c.
  - ii. Existing bridge barriers adjacent to the proposed 395 Express Lanes shall be replaced with crashworthy barriers in locations as shown in the RFP Conceptual Plans where the number of lanes on the bridge is increased and/or the shoulder width is reduced from its existing width. The proposed barrier and existing deck shall be designed in accordance with AASHTO LRFD Bridge Design Specifications with Interims and VDOT Modifications.
  - iii. Inspection and evaluation of bridge deck shall be limited to delineating compromised areas of concrete (e.g. delaminated areas, spalls, asphalt patched areas, etc.) concrete for removal prior to placement of new overlay systems and patching repairs.
  - iv. Inspection and evaluation of substructure shall be limited to delineating delaminated and spalled concrete for removal prior to performing substructure repair. Delineated areas shall be expanded 12 inches beyond each side, and top and bottom.
  - v. Inspection and evaluation of bridge deck, superstructure, and substructure for the bridges on I-395 over Sanger Ave. (Str. No. 2805), I-395 over W. Braddock Rd. (Str. No.2806) and I-395 NB GP lanes and HOV over Rte. 27 NBL and Joyce Street (Str. No. 2040) shall be in accordance with the requirements of Attachment 3.15c.

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2. Repair of substructure spalls and delaminations shall include providing and installing embedded galvanic anodes in accordance with Attachment 3.15c.
3. Substructure cracks shall be repaired in accordance with requirements for Crack Repair Type B (Epoxy injection).

C. Additional Requirements

1. Only bearings that are included in the Manual of the Structure and Bridge Division shall be used in the widened portion of the bridge structure regardless of the superstructure type selected. Installation of new bearings and all necessary work shall be included in the scope of work for any superstructure replacement, and no existing bearing components shall be re-used. The Concessionaire shall ensure that the existing and new bearings are compatible with each other, and will not result in over stressing the existing or new bearings.
2. Existing structural approach slabs shall be widened to the full width of the bridge where the existing bridge is being widened or where the travel lanes are being modified unless approved otherwise by the Department.
3. The location of any deck construction joint shall be over a girder and between shear connectors from the girder to the deck, unless approved by the Department.
4. When pier or abutment seats are adjusted to improve vertical clearances, a minimum of 6 inches of existing concrete at the top of pier or abutment seats shall be removed and new concrete and galvanic anodes placed to limits required for adjusted seats.
5. Modifications to existing bridge joints shall be in accordance with the details shown on the 395 RFP Conceptual Plans.
6. Existing bridge elements (e.g. beams, bearings, substructure and foundations) shall be evaluated to determine effects of bridge widening, superstructure replacement, joint closures or other modifications for the bridge. Regardless of design method used on the existing bridge, AASHTO LRFD shall be used for the initial evaluation of existing elements. For existing bridges not designed using LRFD and where it is determined that resulting LRFD factored loads are in excess of LRFD factored resistance, the Load Factor Method or Allowable Stress Method in accordance with the AASHTO Standard Specifications for Highway Bridges, 16<sup>th</sup> Edition, may be used for the evaluation of the existing elements, with prior approval by the Department.

D. Dismantling and Removing Existing Structures or Removing Portions of Existing Structures

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1. Any demolition and temporary support over or adjacent to live traffic, the Concessionaire shall submit to the Department an approved plan for review and concurrence prior to the commencement of any demolition work. The demolition plan shall include, but is not limited to, details of protection of the underlying bridges, roadway, and users. The Concessionaire shall determine the effect of equipment loads on the bridge structure, and develop and submit plans which show the procedures for using the loaded equipment without exceeding the structure's design capacity. The Concessionaire's plans shall be signed and sealed by a Professional Engineer licensed by the Commonwealth.

E. Live Load Rating of Modified Bridges

1. All modifications to existing bridges shall be evaluated for their impacts on the live load rating of the bridge. In addition to the requirements set forth below, modifications to an existing bridge shall not result in the bridge requiring a posting for live load carrying capacity.
2. If the current HL93 Rating Factor (as computed per the Manual for Bridge Evaluation) is greater than or equal to 1.0 at the inventory level, then the HL93 inventory rating factor for the modified structure shall be greater than or equal to 1.0.
3. If the current HL93 Rating Factor (as computed per the Manual for Bridge Evaluation) is less than 1.0 at the inventory level, then the HL93 inventory rating factor for the modified structure shall be greater than or equal to the inventory rating factor for the unmodified subject structure.

F. Load Ratings for Bridges

1. Structure load ratings are required and shall be performed in accordance with the requirements of IIM-S&B-86 – *Load Rating and Posting of Structures (Bridges and Culverts)* and the following:
  - i. When a phased portion of a newly constructed structure is intended to carry traffic in a temporary configuration.
  - ii. Load rating of any partial configuration of the existing structure.
  - iii. A final, as-built, load rating analysis of each new structure reflecting traffic in its final configuration. This load rating should incorporate any as-built changes that may have been made, which in the judgment of the Department will affect the load rating (e.g., minor changes to stiffener or diaphragm locations may not affect a load rating).

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2. No partial or completed structure shall be placed into service if a Load Restriction (Posting) is required based upon the load rating analyses. The Concessionaire is responsible for all remedial measures and corrective action required to provide the Department a structure which satisfies the load rating requirement outlined in IIM-S&B-86– *Load Rating and Posting of Structures (Bridges and Culverts)*.

G. Safety and Acceptance Inspection for Bridges

1. Acceptance of the bridge structure will require the following two independent inspections by the Department:
  - i. A satisfactory safety and inventory inspection by the Department as described below is required prior to opening the structure or portion of the structure to public traffic. This safety and inventory inspection by the Department will serve as the initial inspection of the structure. Data gathered will include, at a minimum, location, date completed, alignment, description, horizontal and vertical clearances, structure element description and condition data, and traffic safety features. Such inspections will be required prior to opening any newly constructed portion or phase of the bridge to traffic.
  - ii. A satisfactory final construction inspection by the Department is required prior to acceptance of the structure. To facilitate inspection of the structure by the Department, the Concessionaire shall ensure that all structural elements are accessible and shall provide adequate resources including:
    - Man-lifts, bucket trucks, under bridge inspection vehicles, or other equipment necessary to inspect the structure as well as properly trained staff of sufficient composition to support the inspections.
    - Plans, procedures, personnel, and equipment to implement traffic control measures.
2. The Concessionaire shall provide a minimum of thirty (30) days' notice to the Department whenever it requires the Department to undertake an inspection. The Concessionaire's notice to the Department shall include the latest version of the plans (including all field design changes), traffic control procedures, a description of the items to be inspected and an anticipated schedule for the inspections.
3. Unless otherwise approved by the Department, structures shall be substantially complete (i.e., roadway, slopes on the approaches and slopes underneath the structure are already in place) before the final construction inspection will be performed.



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H. Plan Submission

1. The Concessionaire shall make Stage I (Preliminary Plan) submissions and Stage II (Final Plan) Submissions.

i. Stage I (Preliminary Plan) Submission

- The Concessionaire shall submit a Stage I (Preliminary Plan) submission for each new bridge, bridge replacement, and bridge widening and modification.
- Stage I submission must be submitted to the Department prior to any final design submittal, and at other appropriate times pursuant to the Department’s concurrent engineering process. Final design prior to Department approval of the Stage I submission shall be solely at the risk of the Concessionaire.
- Stage I submission shall include Stage I drawings prepared in accordance with the Stage I Plan Review Checklist, Stage I Report, Stage I Report Summary Form, and other preliminary plan requirements indicated in the standards and specifications as set forth in Attachment 1.5a.
- The Stage I report shall follow the “Stage I – Report Template” except as modified below.
  - Section 3.10 “Constructability Issues”: The Report need not consider constructability issues (except for how it relates to maintenance of traffic; the report shall include a section on maintenance of traffic).
  - Section 6, “Bridge Preliminary Recommendation” is modified as follows:

The report need only describe the single alternative being presented to the Department for approval:

In Section 6, the report requirements are extended to specifically address in detail all non-standard items, unique or complex features; and
  - Section 7, “Engineer’s Cost Estimate for each Alternative” is not required.
  - Section 8, “Schedule” is not required.

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- The report will include copies of design exceptions and waivers that influence the design of the structure or roadway approaches both over and under and shall include a write up on how the design exceptions and design waivers affect the bridge.

ii. Stage II (Final Plan) Submission

- The Concessionaire shall submit structure Stage II (Final Plan) submission for each new bridge, modification to an existing bridge, bridge rehabilitation, modification to lane and shoulder configuration on or under an existing bridge and culvert or modifications to culvert structures.
- Final plans may be submitted as completed plan set(s) or in plan submission packages as approved by the Department (such as foundation plan package, substructure plan package, and superstructure plan package). The final plans are to be submitted according to the submission schedule provided by the Concessionaire.
- The Stage II drawings shall be prepared in accordance with the Stage II Plan Review Checklist.
- Final design calculations and construction drawings shall be signed and sealed in accordance with the VDOT Manual of the Structure and Bridge Division, Part 2, Chapter 1, Section 16: Sealing and Signing of Plans and Documents.

2. Additional Requirements for Bridges

- i. It shall be the responsibility of the Concessionaire to request the following data from the Department's project manager:
  - B-number, federal identification and plan number for each new bridge in the Agreement
- ii. Plan sets should contain sheets which are arranged and detailed as outlined in the Manual of Structure and Bridge Division Part 2.

I. Bridge Drainage

- 1. The minimum dimension of pipe used in a drainage system for existing bridges shall be 8 inches.
- 2. To the extent possible, pipes and downspouts shall be designed to avoid interference with aesthetics of the bridge.

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3. The use of ditches and open channels with grades greater than 10% shall not be permitted on slopes directly underneath a bridge or on slopes located within 100 ft. of a bridge structure. An enclosed drainage system shall be used to capture the bridge deck runoff including runoff from its approach slab, and convey the runoff to the bottom of the slope or into a drainage system.

### 3.15.5 Retaining Walls

#### A. General Requirements

1. The retaining walls shall be designed using AASHTO *LRFD Bridge Design Specifications*; Interim Specifications; VDOT Modifications (IIM S&B-80 *VDOT Modifications to AASHTO LRFD Bridge Design Specifications*); The Manual of Structure and Bridge Division Part 11 Chapter 10 Earth Retaining Structures; and applicable sections of Road and Bridge Standards, Vol. I & II and as specified in the Technical Requirements.
2. Should any standard for retaining walls not be in accordance with AASHTO LRFD, then the Concessionaire shall verify design and implement a modified version of the requirement such that it is in compliance with AASHTO LRFD.
  - i. Retaining walls at bridge abutments shall be designed for a minimum service life of 100 years.
  - ii. Except for tie-backs required for the support of retaining walls, all components of the retaining walls shall be contained within the Department's right-of-way. Tie-backs for retaining walls may be located within permanent underground easements provided that such easements are approved by the Department.
  - iii. MSE walls that require traffic protection at the top shall use barriers or railings on moment slabs.
3. Parapets/railings located on top of all retaining walls shall use Concrete class A4 (Low Shrinkage).
4. Concrete paved ditches shall be used behind retaining walls except where the top of the wall is located adjacent to a roadway shoulder in which case an approved concrete barrier system shall be used. Paved ditches shall extend to the back face of the retaining wall. For soldier pile retaining walls, where a post extends behind a retaining wall panel, the ditch shall be located adjacent to the post. The area between the edge of the ditch and the back of the retaining wall panel shall be paved with 4 inches thick concrete, graded to drain away from the wall.

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5. For future maintenance of areas at the top of newly constructed wall or working surface, appropriate fall protection measures shall be required and approved by the Department when the following condition exists:
  - i. Maintenance or inspection will be performed from the working surface or platform for which there is a 4-foot or greater distance above the next lower surface (OSHA 1910.23(c)1).

All HR-1 railing shall be powder coated.

**B. Modifications to Existing Retaining Walls**

1. Retaining wall modifications shall be carried out in accordance with General Requirements for Retaining Walls.
2. If any Significant Work is completed on an existing retaining wall, the Concessionaire shall ensure that all safety elements of existing retaining walls are brought up to current standards (example: traffic barrier). Significant Work includes, but is not limited to, the following:
  - i. Raising the existing retaining wall;
  - ii. Reconstructing portions of existing retaining wall; and
  - iii. Adding a sound barrier wall or other feature to an existing retaining wall.

**C. Repair of Existing Retaining Walls**

1. Repair of existing retaining walls shall be as shown in the RFP Conceptual Plans.
2. Inspection and evaluation of retaining wall repairs shall be limited to delineating spalls and delaminated concrete for removal prior to performing patching repairs. Delineated areas shall be expanded 6 inches beyond each side, and top and bottom.

**D. Plan Submission**

1. The Concessionaire shall submit a preliminary plan for each new or modified retaining wall.

Preliminary plans shall be submitted prior to any final design submittal. The Concessionaire shall not submit any final plans until the preliminary wall submittal has been approved by the Department.

2. A retaining wall preliminary plan submittal shall include:

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- i. A plan and elevation view of the wall showing all existing and proposed design features associated with the project and including existing and future utilities, sound barrier walls, sign structures, landscaping, irrigation systems, barriers, existing and proposed drainage structures, adjacent bridges, and any other necessary features identified by Concessionaire.
  - ii. A preliminary geotechnical report completed in accordance with the requirements of Section 3.4 Geotechnical.
  - iii. Where applicable, approval of the preliminary wall submittal shall be subject to the approval of an H&HA study and scour analysis.
3. Where retaining wall(s) are located at a bridge abutment(s) for a specific bridge, retaining wall plan(s), including preliminary plan(s), shall be included in the specific bridge plan submittal.

### **3.15.6 Modifications to Existing Culverts**

- A. If the Concessionaire extends and/or modifies structural elements of any existing Bridge Class Culvert, then the Concessionaire is required to provide a design and plan set for that extension and/or modifications. The design calculations shall include assessments of any imposed settlement or differential settlement due to the new load conditions. The Department will provide existing as-built documents if available.
- B. Work to Bridge Class Culverts shall be in accordance with and consistent with the Agreement.
- C. All modifications to existing culverts as identified in the Agreement shall be evaluated for their impacts on the live load carrying capacity of the culvert. In addition to the requirements set forth below, modifications to an existing culvert shall not result in the culvert requiring a posting for live load carrying capacity.
  1. If the current HS-20 rating load is greater than or equal to 36 tons at the inventory level, then the HS-20 inventory rating load for the modified structure shall be greater than or equal to 36 tons.
  2. If the current HS-20 rating load is less than 36 tons at the inventory level, then the HS-20 inventory rating load for the modified structure shall be greater than or equal to the inventory rating load for the unmodified subject structure.

**3.15.7 Traffic Structures**

A. General

1. Lane Use Management Signs (LUMS) shall be treated in the same manner as overhead sign structures that support variable message signs except that LUMS may be erected on cantilever structures.
  - i. Small (i.e. 48" x 48" max. size) regulatory type sign panels on bridge structures may be installed using brackets attached to bridge parapets and deck slabs. The edge of sign panel faces shall clear parapet or rail by a minimum of 12 inches.
  - ii. Overhead sign structures (span type only, no cantilevers) shall be supported on bridge deck blisters. The main bridge beam and girders shall be investigated for fatigue loading from wind loads of the sign structure. The minimum vertical clearance between the bridge deck and sign shall be in accordance with the VDOT Road and Bridge Standards.
2. All poles, including poles for lights, cameras, and microwave vehicle detectors, which are located within the clear zone shall be protected from vehicular impact by guardrail or barrier.

B. Toll Gantries

1. The design of the ETTM System shall be standardized.
2. The design for toll gantries will accommodate the following:
  - i. Dead loads, wind loads and ice loads for toll and enforcement equipment, including equipment cabling.
  - ii. The vertical deflection of the toll gantry will not exceed the equipment manufacturer's desirable design specifications
  - iii. Performance requirements for toll and enforcement equipment, to include but not be limited to, vertical clearance, twist about transverse axis, transverse rotation from level, member deflection, member natural frequency and resonance, foundation lateral deflection, maximum roadway cross slope at toll collection line and equipment clearance from other major infrastructure items.
3. The toll gantry columns and beams shall be fabricated of galvanized steel.

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4. Toll gantry locations shall be installed within 100 feet of the location shown on the RFP Conceptual Plans unless otherwise approved by the Department.

### C. Existing Traffic Structures

1. Existing traffic structures that are impacted by the addition, removal or replacement of sign panels, Dynamic Message Signs, Variable Message Signs or Lane Control Signals, including structures with signage that are outside the project limits, are identified on the Signing and Pavement Marking 395 RFP Conceptual Plans as one of the following types:
  - i. “Re-use Existing Structure”: Existing structures that have been determined to be in an acceptable condition and where the proposed signage area is less than or equal to the existing sign area and the center of area reasonably close to the existing condition, may be re-used. A detailed analysis of these existing structures will not be required; however, the Concessionaire shall provide design and details for the attachment of the sign panels to the existing sign structure.
  - ii. “Existing Structure - Analysis Required”: The Concessionaire may re-use these existing structures for the combination of the existing and proposed signs and ITS devices upon the submittal and approval by the Department of documents which shall include a condition assessment based on field inspection, a listing of repair items required to address existing defects, existing structural information, calculations, details of any proposed repairs and modifications, and a certification statement sealed by a Professional Engineer licensed in the Commonwealth that the structure meets all current structure design criteria and is fully compliant with the Technical Information and Requirements and Special Provisions listed in Attachment 1.5a for the 395 Project. For structures that do not support variable message signs, the AASHTO Standard Specifications for Structural Supports for Highway Sign, Luminaires, and Traffic Signals, 1994 Edition may also be an acceptable alternative for verifying the design. The Department will review the structural analysis provided by the Concessionaire for each structure to determine whether or not the existing structure can be modified as proposed. If it is determined that re-use of the structures, with or without modifications, are not structurally acceptable, the Concessionaire shall provide new structures in accordance with Attachment 1.5a and remove and salvage the existing structures at no additional cost to the Department.

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- iii. “Remove Existing Structure”: For long term maintenance reasons, these structures have been determined not to be in an acceptable condition and/or the proposed signage area is significantly larger than the existing signage area. The Concessionaire shall remove and salvage these existing structures and provide new structures at the locations shown in the Signing and Pavement Marking 395 RFP Conceptual Plans.
2. The Department Structure ID for any sign and ITS structure to be modified for reuse or to be removed shall be clearly shown on the plans. The Department Structure ID for any existing sign may be obtained by contacting the Department Northern Virginia District Structure and Bridge Section. The Department Northern Virginia District Structure and Bridge Section shall be notified prior to the removal or relocation of any existing traffic structure.
3. Structures located in the District of Columbia shall be addressed in the same manner noted above, using the appropriate District Department of Transportation structure identification and coordination.
4. Removed existing lighting poles shall not be relocated (new lighting poles shall be required).
5. Removal and Disposal of Existing Bridge-Mounted Sign Structures
  - i. All existing bridge-mounted sign structures located above the proposed 395 Express Lanes within the project limits shall be removed and if necessary replaced with new signs mounted on independent sign structures. The following locations have been identified and shall be included for removal, as shown in the 395 RFP Conceptual Plans:
    - Duke Street over I-395 [Structure ID 100-1817]
    - King Street Ramp B over I-395 [Structure ID 100-2807]
    - I-395 SBL and Roadway E over Eads Street [Structure ID 000-2049]
  - ii. Bridge mounted signs shall be completely removed, including frames, sign panels, hardware, and incidentals. Removed materials shall become the property of the Concessionaire and shall be properly disposed of off-site. Connection bolts anchored into concrete parapets shall be mechanically cut flush with the surface of the parapet, and then removed by mechanical drilling to a depth of one-half inch below the surface of the parapet. The holes shall be patched to match the color and texture of the existing parapet surface with hydraulic cement mortar or grout



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conforming to Section 218 of the Road and Bridge Specifications. Connection bolts to steel beams shall be removed, and the affected areas of steel beams cleaned, primed, and painted in accordance with the requirements of Section 411 of the Road and Bridge Specifications to match the existing structure. Electrical service shall be disengaged at the nearest junction box, and all conductors shall be capped and sealed in place unless existing service is to be reused for lighting of replacement structures.

D. Inspection of Traffic Structures

1. Acceptance of new or modified sign and ITS structures will require an initial safety inspection. The purpose of an initial inspection is to verify compliance with the requirements of: Inspection and Maintenance; and IIM-S&B-82 *Traffic Structures* and to identify deficiencies, including incomplete work, and variances from approved plans and specifications and which must be rectified before the structure can be accepted.
2. The initial inspection shall be performed by the Department. The Concessionaire shall provide the Department with Approved for Construction drawings and working drawings, including all revisions at least two weeks prior to scheduling the inspections.
3. During the initial inspection, data including but not limited to location, date completed, description, horizontal and vertical clearances, structure element description and condition and traffic safety features will be gathered.
4. The Concessionaire shall ensure that all structural elements are accessible for inspection of all structures. This requirement may dictate that the Concessionaire provide:
  - i. Man-lifts, barges, remote operated vehicles, bucket trucks or other equipment necessary to inspect the structure and plans, personnel, and equipment to implement traffic control.
5. Upon completion of the initial inspection, the Department will submit an inspection report to the Concessionaire within 10 days of the inspection either recommending acceptance of the structure or identifying deficiencies, including incomplete work, which must be rectified before the structure can be accepted. If a structure is not accepted, the Concessionaire shall rectify the deficiencies and notify the Department in writing, certifying the deficiencies have been corrected. Within 5 days of receipt of such certification, the Department may require that a follow-up inspection be performed to verify that the deficiencies have been corrected or recommend in writing to the

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Concessionaire that the structure is acceptable without a further inspection.

6. The final acceptance of sign/ITS structures will occur when the initial inspection is completed and any necessary follow-up (verification) inspections are performed. The initial inspection may be accomplished through multiple inspections as long as it is coordinated with the Department.

### 3.15.8 Sound Barrier Walls

- A. Sound barrier posts shall be designed such that the minimum unbraced length is not less than the full height of the post, measured from the top of foundation to the free end of the post.
- B. Sound barrier wall posts shall not be spliced to soldier piles of retaining wall posts unless connection details are approved by the Department.
- C. The requirements of the VDOT Road and Bridge Specification, Section 519.03(c)2. Structure-Mounted Barriers shall also apply to moment slab mounted sound barrier walls.
- D. When new sound barrier walls are attached to an existing structure (e.g. an existing retaining wall or an existing bridge) the design of all elements of the impacted existing structure and associated foundations shall be verified for compliance with requirements of *AASHTO LRFD Bridge Design Specifications*; *Interim Specifications*; *VDOT Modifications (IIM S&B-80 VDOT Modifications to AASHTO LRFD Bridge Design Specifications)* and other requirements of Section 3.15.

### 3.15.9 Roadside Barriers

- A. Existing concrete roadside barriers shall be repaired as shown in the RFP Conceptual Plans.
- B. Inspection and evaluation of barrier repairs shall be limited to delineating compromised areas of the concrete (i.e. damaged areas, delaminations, spalls, and large cracks) for removal prior to performing repairs. Delineated areas shall be expanded a minimum of 3 inches beyond each side of the compromised area.

### 3.15.10 Miscellaneous Requirements

- A. The parapet and barrier walls on structures may be constructed using slip forming after Department review and approval of the trial section.
- B. All temporary shoring and erection elements shall be dismantled and removed in their entirety following construction, unless otherwise approved by the Department.

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- C. The following utilities shall be designed, furnished, and installed by the Concessionaire at its own cost:
  - 1. Lighting on the bridge;
  - 2. Underbridge lighting (if required); and
  - 3. Standpipe Fire Hydrant and Water Supply fire protection system shall comply with the requirements of NFPA 502 Section 6.6. Prior to fire protection acceptance, the Concessionaire shall test the hose and standpipe systems for compliance with NFPA 25 and provide the Department with a letter from the Fire-Marshall confirming such successful test results as a condition of Project Completion.
  
- D. The Concessionaire shall submit estimated quantities along with the associated unit costs for all standard and non-standard items in the final bridge plan submittal. The structure unit cost data is required to complete the VDOT Annual Bridge Construction Unit Cost Report which is provided to FHWA. This data shall be submitted to the Department within 120 days of the Department's approval of the construction plan submittal.

**3.16 Tolling and Traffic Management System**

**3.16.1 General**

- A. The Concessionaire shall be responsible for the planning, design and installation of any ETTM System expansion.
  
- B. The ETTM System shall be designed, implemented, maintained, repaired, and replaced in accordance with all relevant standards and specifications as set forth in Attachment 1.5a.
  
- C. All ETTM Equipment, including but not limited to electronic devices, network and computer gear, shall be stored in an environmentally controlled space as required in accordance with manufacture's recommendation.
  
- D. Definitions and abbreviations as indicated below are in addition to those noted in Part 4.
  - 1. ATMS – Advanced Traffic Management System
  
  - 2. Burn Period - The time duration required for the ITS devices to successfully operate over consecutive days in a real-world condition, without interruption due to device or system deficiencies or failures.
  
  - 3. Commissioning - means the systematic verification of each component or system of the 395 Project in question is physically complete, checked, calibrated, and safe for initial operation.

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4. EXPRESS-OC – Express Operation Center
5. Level A Testing – The objective of this test is to certify Roadside Equipment installed by the Concessionaire is installed and fully operational in line with agreed design requirements and via executing test plans and procedures approved and witnessed by the Department. The Concessionaire shall be responsible for this test and shall be accountable for successful and on-time execution of this test.
6. Level B Testing – The objective of this test is to certify Roadside Equipment is successfully integrated with other ETTM Facilities via executing test plans and procedures approved and witnessed by the Concessionaire. The Concessionaire shall be responsible for this test and shall be accountable for successful and on-time execution of this test.
7. Level C Testing – The objective of this test is to certify that Concessionaire’s ETTM System communicates and controls roadside equipment via executing test plans and procedures defined by the Concessionaire. The Concessionaire will be responsible for this test and shall be accountable for successful and on-time execution of this test.
8. MPSTOC – McConnell Public Safety and Transportation Operations Center
9. NRO – VDOT Northern Region Operations
10. Roadside Equipment (RSE) – The Roadside Equipment is to include Dynamic Message Signs (DMS) to provide toll and driver information and general traffic management information; Pan-tilt-zoom (PTZ) CCTV and Automated Incident Detection (AID) cameras to provide video surveillance; traffic monitoring sensors to provide traffic volume, lane occupancy, and speed data; roadway gates (and all related systems) at all reversible access points, and all supporting electrical and communications equipment to support the Traffic Management System (TMS), including but not limited to service panels, generators and cabinets.
11. Traffic Management System – means any application of computer, electronics and/or telecommunications equipment and software and supporting fixtures and equipment whose function is to provide information, data and/or services to the traveling public, the Department, or to manage and control traffic, and any future systems or services conceived or developed for the same or similar purposes.

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**3.16.2 Existing ITS Infrastructure**

- A. Existing ITS roadside equipment and infrastructure is located within the project limits. Portions of the ITS roadside equipment and infrastructure are owned and maintained by the Department while other portions are owned and maintained by the Concessionaire.
- B. Existing ITS roadside equipment may include, but is not limited to, the following equipment located within the 395 Project Right of Way:
  - 1. Weather stations;
  - 2. DMS for the existing Express Lanes, HOV Lanes and GP Lanes to provide general traffic management and Express Lanes regulatory information;
  - 3. Express Lanes and HOV Lanes access gates;
  - 4. Ramp meters;
  - 5. CCTV cameras;
  - 6. Traffic monitoring sensors;
  - 7. Fiber optic cables; and
  - 8. Generators and UPS.
- C. The Concessionaire shall relocate existing Department and Concessionaire ITS roadside equipment located within the 395 Project Right of Way that is affected by construction, including power and communication service to the equipment, and shall ensure that loss of functionality is minimized.
- D. The Concessionaire and Department will remain responsible for the operations and maintenance of the existing and relocated Concessionaire and Department ITS roadside equipment, respectively upon completion of construction.

**3.16.3 Business and Toll Operating Model**

- A. The business and toll operating model shall comply with the requirements of the Agreement.
- B. A HOT-OC shall be provided to support facility administration, traffic management, Incident response, maintenance and tolling operations including handling of services directly related to the operation and maintenance of the HOT Lanes.

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- C. Transponders that are read will be interoperable with the E-ZPass network (or any successor to E-ZPass used on other State Highways) and issued by either the Department or by another member of the Interagency Group (IAG).
- D. Equipment shall be installed allowing individual toll sections to be separately charged, with rates appropriate to the prevailing traffic flow conditions on the road.
- E. Toll pricing shall be in accordance with the Agreement.
- F. A Violation Enforcement System (VES) shall be implemented to enable detection, payment collection and toll enforcement for vehicles for which a valid E-ZPass transponder is not read. Enforcement shall follow practices established on similar systems and shall be in compliance with Law. Enforcement may include, but not be limited to, manual processes, video enforcement, integrating customer service, technology and operational performance elements.
- G. An enforcement area shall be provided at or near each tolling point or as agreed by the Concessionaire for enforcement operations to provide a safe location adjacent to the toll gantries or other locations for a law enforcement vehicle.

**3.16.4 Systems Integration and Protocols**

- A. The Concessionaire shall implement a system engineering approach, consistent with FHWA 23CFR Part 940 Intelligent Transportation System Architecture and Standards (Federal Rule 940), in the development of systems and their associated interfaces. The system engineering approach shall address the following items where applicable:
  - 1. system architecture
  - 2. system specification
  - 3. interface identification
  - 4. interface specification
  - 5. interface control
  - 6. system integration
  - 7. configuration management
- B. The HOT Lanes TMS shall be required to interface to the Department's Northern Region Operations (NRO) ATMS at the McConnell Public Safety and Transportation Operations Center (MPSTOC) consistent with the *Capital Beltway I-495 HOT Lanes Program TMS to the VDOT NRO PSTOC ATMS External Interface Control Document (ICD)* and as amended for the Project.

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- C. The Concessionaire shall develop and maintain a project-level ITS architecture that is coordinated with the Department's ITS architecture and the National Capital Region ITS Architecture. The project-level ITS architecture shall document all interconnects and information flows between the HOT-OC and the NRO MPSTOC ATMS.
- D. The Concessionaire shall prepare and submit to the Department, the *VDOT ITS Projects – Systems Engineering and Architecture Compliance (Rule 940) Checklist*. The Checklist shall demonstrate that the 395 Project is in compliance with Federal Rule 940.
- E. Subject to the Agreement, the Concessionaire shall ensure that such standards, protocols and interfaces are represented in the HOT-OC Central Control Computer System (CCCS), so as to make the TMS system interoperable with the NRO MPSTOC ATMS in accordance with the Interface Control Document (ICD), including any mutually agreed revisions during the Operating Period.

### 3.16.5 ETC AND TMS System Design Documentation

The following ETC system and TMS design documentation (collectively, the “ETTM System”)s shall be prepared and submitted to the Department by the Concessionaire:

- A. Functional Requirements – such requirements shall be documented in the Concept of Operations (Exhibit C-4, Attachment 4.1) and shall include characteristics of the ETTM Equipment with regard to its intended capability, including reversible gate operations and gate control. The documentation shall describe the intended behavior and functionality of the ETC and TMS and the operational interaction with the NRO MPSTOC ATMS.
- B. Technical Specifications - shall be a document or documents that specify the technical design of the integrated sub-systems that will comprise the ETTM System and its interfaces, including reversible operations and gate control.
- C. ICD – shall be a document that describes the physical and logical architecture of system interface between the HOT-OC TMS and the NRO MPSTOC ATMS.
- D. Process definition deliverable or other agreed document – shall set out the business processes relating to the ETTM System (subject to intellectual property regulations, and the requirements of the Agreement) and the processes for interacting with the appropriate the Department system and/or other systems as required. The process definition deliverable will address reversible lanes and gate operations.
- E. Test strategy – shall establish the principles of, and the Concessionaire's approach to, the testing of the ETC system and TMS and their interfaces, including the test stages and processes.

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- F. Security plan – shall be a document (or part of another document) that sets out how the security of the ETTM System shall meet the relevant requirements for enforcement evidence and that data are held securely and only accessible to authorized personnel.
- G. Disaster recovery plan – shall be a document (or part of another document) that sets out the procedures to be adopted in the event of failure of the ETTM System.

**3.16.6 Design of the Electronic Tolling System**

- A. The ETC system shall be provided to impose, charge, collect, and enforce payment of tolls and other incidental fees and charges in accordance with the Agreement.
- B. The ETC system is to comprise the following equipment and/or systems:
  - 1. ETC system roadside equipment; and
  - 2. ETC system equipment and/or subsystems.
- C. The ETC system roadside equipment is to comprise:
  - 1. Transponder detection equipment; and
  - 2. Control equipment.
- D. Access to the ETC system overhead and roadside equipment shall be provided such that it does not jeopardize the safety of authorized personnel.
- E. The ETC system shall have a Transponder Transaction Performance of at least 99.90% under normal operation, for properly fitted and operating transponders, excluding signal attenuation due to metallic wind screen or other similar conditions beyond the reasonable control of the Concessionaire.
- F. The ETC system and dynamic pricing algorithm module shall:
  - 1. receive data gathered from each road segment on traffic volumes, lane occupancy, and speed data at detection points from the TMS; and
  - 2. adjust toll prices in order to maintain Free-flow traffic conditions in accordance with the Agreement.
- G. The Concessionaire shall provide toll charge transaction information in compliance with the current version of the following:
  - 1. *Discount Plan Interface: VirginiaToll Facilities Group – VDOT CSC Specifications*



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2. *Toll Corrections File Interface: Virginia Toll Facilities Group – VDOT CSC Specifications*
  3. *Toll Reconciliation Response File Interface: Virginia Toll Facilities Group – VDOT CSC Specifications*
  4. *Transponder – Account Number File Interface: Virginia Toll Facilities Group – VDOT CSC Specifications*
  5. *Virginia Department of Transportation E-ZPass Service Center (Block Box) Interface Specifications*
  6. *Outgoing Correspondence Interface: Virginia Toll Facilities Group – VDOT CSC Specifications*
  7. *VTOLL Interface: Virginia Toll Facilities Group – VDOT CSC Specifications*
  8. *License Plate Interface: Virginia Toll Facilities Group – VDOT CSC Specifications*
- H. The Concessionaire shall develop, as needed, any additional interface file format and transfer protocols for the transmission of ETC data and related information in cooperation with the Department and in accordance with the ETC Agreement.
- I. Communication between the ETC system roadside equipment and the HOT-OC shall be via a fully redundant network.

**3.16.7 Design of the Violation Enforcement System**

- A. A Violation Enforcement System (VES) shall be provided that detects vehicles using the HOT Lanes that do not have a transponder or a valid transponder.
- B. The VES is to comprise:
  1. image capture equipment; and
  2. control equipment.
- C. When tolls for any toll section are suspended, there shall be a means to suspend vehicle enforcement.
- D. The VES roadside equipment shall have an In-service Availability (ISA) of at least 99.90%, excluding the effect of any condition beyond the reasonable control of the Concessionaire.
- E. The Concessionaire shall establish a process to determine vehicle occupancy and undertake related enforcement.

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**3.16.8 Design of the Technical Shelters**

- A. The Concessionaire shall provide suitable technical shelters housing electrical cabinets for the relevant ETTM Equipment as required.
- B. The technical shelters shall be equipped with the following provisions:
  - 1. HVAC systems as required to support installed equipment;
  - 2. fire detection; and
  - 3. intrusion detection.
- C. Each service panel for the 395 Express Lanes technical shelters shall be capable of monitoring and reporting alarms for the main power and each branch circuit, the current flow and any tripped breakers.
- D. If telemetry is used, it shall be powered by an uninterruptible power source to enable the telemetry to communicate for the first 20 minutes after a power failure.
- E. Service panels feeding technical shelters shall be equipped with a backup generator sized to accommodate the attached electrical load and any other roadside equipment, including DMS, connected to the service panel.
- F. The technical shelter structural design, including floor, shall be designed and constructed giving consideration to its life cycle. Allowable design bearing capacities shall be established to minimize shelter foundation settlements and associated settlement cracking. These capacities shall be field verified by the Engineer prior to construction. Consideration will be given to making the floor slab integral with the wall foundation system.

**3.16.9 HOT- OC**

- A. The Concessionaire and Department agree that the existing HOT-OC shall be used for the 395 Express Lanes in accordance with the Agreement.

**3.16.10 Traffic Management System (TMS)**

- A. A TMS shall be provided that meets the requirements of the Agreement and enables the Concessionaire to monitor and manage traffic flow on the HOT Lanes.
- B. The TMS must allow the Concessionaire to:
  - 1. support response to Emergency situations on the HOT Lanes in the shortest possible timeframe;
  - 2. manage traffic flow on the HOT Lanes;

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3. control reversible flow, including access gates and any regulatory DMS, on and approaching the HOT Lanes;
  4. detect and manage traffic Incidents effectively, through a comprehensive Incident management system, to mitigate the impacts of Incidents and prevent secondary Incidents occurring;
  5. provide credible and timely driver information about travel times, traffic conditions and Incident situations, contribute to the calculation of dynamic toll prices through the provision of traffic conditions data, and provide timely and accurate toll prices to motorists related to HOT Lanes;
  6. provide an interface with the NRO MPSTOC ATMS in accordance with the ICD;
  7. support provision of driver aid to motorists in vehicles that have stopped on the HOT Lanes;
  8. permit the NRO MPSTOC ATMS to control DMS (HOT Lanes) via the HOT-OC TMS in accordance with the Agreement;
  9. permit the NRO MPSTOC ATMS to control HOT Lanes access gates via the HOT-OC TMS in accordance with the Agreement;
  10. permit the NRO MPSTOC ATMS to change the time periods of reversible flow via the HOT-OC CCCS in declared Emergency events in accordance with the Agreement;
  11. provide for the control and monitoring of TMS components and subsystems through a modern and comprehensive computer-based control facility using graphical user-interface (GUI); and
  12. monitor facilities, plant, and equipment, if required.
- C. The TMS is to comprise the following equipment and/or systems:
1. TMS roadside equipment; and
  2. TMS equipment and/or systems located in the HOT- OC/technical shelters.
- D. The TMS roadside equipment is to include:
1. DMS for the HOT lanes to provide toll and driver information and general traffic management information;
  2. Pan-tilt-zoom (PTZ) CCTV cameras to provide video surveillance;

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3. traffic monitoring sensors to provide traffic volume, lane occupancy, and speed data;
  4. lane control devices, if applicable; and
  5. roadway gates (and all related systems) at all reversible access points.
- E. The TMS HOT-OC-based equipment and/or systems are to comprise:
1. Automatic Incident Detection (AID) subsystem
  2. CCTV subsystem
  3. CCCS
- F. The CCCS shall have an ISA of at least 99.995% and the CCCS (redundant components) of at least 99.9%, excluding the effect of any condition beyond the reasonable control of the Concessionaire.
- G. Behavioral studies, market research, and message protocol of other HOT lanes roadways (such as the Route 495 HOT Lanes in Virginia Project) shall be undertaken, as needed, by the Concessionaire to confirm the requirements for the type and format of messages to be provided on the DMS and static signage for optimum information provision. Findings and recommendations shall be provided to the Department for review during the design review process and no later than six months prior to Service Commencement. The type and format of DMS messages must comply with the requirements of MUTCD, guidance published by FHWA, and/or Department practices as appropriate.
- H. The TMS roadside equipment shall have an ISA of at least 99.9%, excluding the effect of any condition beyond the reasonable control of the Concessionaire.
- I. Equipment cabinets shall be provided for the TMS roadside equipment at appropriate locations along the alignment and within the Project Right of Way.
- J. Existing Department-owned TMS roadside equipment that may be taken over by the Concessionaire will be removed or integrated into the new TMS system.

**3.16.11 CCTV Video Coverage**

- A. Dedicated CCTV cameras shall be provided for the following functions:
1. Surveillance of the HOT Lanes including, approaches and interchanges
  2. AID on the HOT Lanes

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- B. Surveillance CCTV video coverage must be provided by PTZ CCTV cameras mounted on poles to enable EXPRESS-OC operators and Department operators (under agreed circumstances in accordance with the Agreement) to observe traffic within the limits of the HOT Lanes at all hours of the day and in all weather conditions normally encountered in Virginia, consistent with reported visibility restriction (such as during snow events, rain storms, or fog). The video provided must be stable and jitter-free.
- C. The Concessionaire shall replace the Department's cameras that are disturbed by the Work.
- D. Dedicated cameras shall be provided for surveillance of the HOT Lanes or to enable video-based AID under Concessionaire EXPRESS-OC operator control.
- E. CCTV line-of-sight distances shall provide for full CCTV coverage of the 395 Express Lanes without image degradation. The CCTV cameras shall be placed at a minimum mounting height of fifty (50) feet.
- F. All cameras installed by the Concessionaire shall meet the requirements of Special Provision for Section 803 – Camera System, as included in Attachment 1.5a.
- G. The video surveillance system must enable the identification of the number and vehicle types involved in an Incident at all locations within the surveillance area.
- H. The video provided must be stable at all zoom settings when viewing objects up to one mile away.
- I. Where a Concessionaire camera is relocated from a mounting pole that also supports a Department camera, the Design-Builder shall modify the mounting pole upon relocation of Concessionaire camera to remove all defunct equipment to preserve functionality of the Department camera.

**3.16.12 Video-based AID**

- A. The Concessionaire shall implement video-based AID for the HOT Lanes at locations where:
  - 1. Roadway gates are installed;
  - 2. Traffic enters or exits the Express Lanes;
  - 3. the risk of traffic Incidents is expected to be higher than average, and
  - 4. rapid detection of Incidents is required for special reasons, such as near critical infrastructure.

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- B. The video-based AID system should be compatible to the existing EXPRESS-OC Traffic Management System and capable of:
  - 1. detecting 95% of Incidents involving stopped vehicles, slow vehicles, and slow traffic that are within the field of view of an AID camera or other equipment as specified;
  - 2. detecting pedestrians on the roadway within the field of view of an AID camera or other equipment, as specified;
  - 3. a false alarm rate of less than one false alarm per 10 true alarms; and
  - 4. detecting Incidents and providing an alarm to the EXPRESS-OC in less than 30 seconds
- C. Upon the detection of an Incident, the AID system must be capable of recording the video at a rate of at least five frames per second for a period of 60 seconds.

**3.16.13 Video Recording**

- A. It shall be possible to simultaneously record video from CCTV cameras, as designed, at a rate of at least one (1) frame per second.
- B. Sufficient capacity must be provided to store the recorded video from CCTV cameras for a duration determined by the Concessionaire and continue to record video without intervention.

**3.16.14 CCTV Communications Standards**

- A. The CCTV communications shall support the appropriate National Transportation Communications for ITS Protocol (NTCIP) 1205 communication protocol (version 1.08 or higher) to provide for functionality with the NRO MPSTOC ATMS software in accordance with the Interface Control Document (ICD).

**3.16.15 Traffic Monitoring Sensors**

- A. Traffic monitoring sensors are to be installed to monitor and report in real-time traffic volume, lane occupancy and speed data on the HOT Lanes and, where available, the GP Lanes. Such sensors shall enable the Concessionaire to monitor the performance of the 395 Project corridor.
- B. Information collected on the GP Lanes and HOT Lanes will be made available into the existing Project systems. Data will be provided in raw form and be subject to quality control requirements prior to submittal to the Department. Data shall be aggregated in increments to be mutually agreed.

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- C. Traffic monitoring sensors shall be installed by the Concessionaire approximately every 1/3 mile on the HOT Lanes and, as applicable on GP Lanes, or as necessary to meet operational requirements. Under unusual circumstances or in specific situations, longer spacing may be used as long as data collection and operational requirements are met.
- D. Traffic monitoring sensors shall be installed on ITS poles based on the manufacturer's recommended mounting heights. Each detection zone shall be shown on plans as a part of the final Design Documentation. Traffic monitoring sensors shall be located to gather data from both the 95 Express Lanes and GP Lanes wherever possible.

**3.16.16 DMS**

- A. The toll and driver information DMS for the HOT Lanes shall be located at strategic locations throughout the corridor and will display information to allow drivers to make decisions on whether to use the HOT Lanes. The locations are shown on the 395 RFP Conceptual Plans. The information to be displayed may indicate:
  - 1. price levels for up to four major destination points for each point of entry;
  - 2. travel-time information for HOT Lanes for up to four major destination points.
- B. Two DMS shall be installed at suitable distances from the HOT Lanes entry points to support motorist decision making and orderly movement of traffic.
- C. The Concessionaire shall coordinate the location of DMS with the Department to avoid over-populating signs and to seek co-gantry opportunities. The 395 Project Roll Plan will identify over-population and potential co-gantry opportunities. The Concessionaire shall incorporate agreed upon recommendations in the final Design Documentation.
- D. The T&DI DMS shall have the following minimum features:
  - 1. full graphics monochrome LED display
  - 2. capability to display congestion levels on HOT and GP lanes on each tolling section;
  - 3. capability to display toll price for destination points;
  - 4. capability to display travel-time information for GP Lanes and HOT Lanes or, alternatively, the travel time difference between GP Lanes and HOT Lanes,

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5. capability to display traffic management information, including warning and recommended diversions;
  6. advanced fault detection and reporting; and
  7. conformance to the National Transportation Communications for ITS Protocol (NTCIP) communications protocol or other industry protocol agreed with the Department.
- E. If communication with the HOT-OC CCCS is lost and the T&DI DMS has no reported errors, the T&DI DMS shall display a user-defined graphic/message.
- F. DMS cabinets shall be placed in front of DMS at a distance such that authorized personnel can read the message displayed on the DMS while working at the DMS cabinet. As shown in the 395 RFP Conceptual Plans, each DMS shall be viewable by at least one PTZ CCTV camera such that the message displayed on the DMS can be visually confirmed by an operator in the EXPRESS-OC.
- G. The traffic management DMS shall have the following minimum features:
1. full graphics monochrome LED display
  2. capability to display traffic management information, including warning and recommended diversions;
  3. advanced fault detection and reporting; and
  4. conformance to the NTCIP communications protocol or other industry protocol agreed with the Department.
- H. The DMS must not display erroneous information due to a fault with the sign or the loss of pixels.
- I. The Concessionaire shall install new DMS signs as shown on the Duke-Edsall Widening (DEW) Conceptual Plans.

**3.16.17 TMS Availability**

- A. An ISA of at least 99.99% is required for the following functions, excluding the effects of any condition beyond the reasonable control of the Concessionaire:
1. calculation of dynamic toll prices and provision of information to other systems/ devices.
- B. All other TMS functions, unless noted otherwise, must have an ISA of at least 99.9%, excluding the effects of any condition beyond the reasonable control of the Concessionaire.



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- C. In cases where redundancy is provided, the system must switch between redundant components seamlessly (without impact to operator functionality). The system must also provide the capability to manually switch between redundant devices to support software upgrades/revision and maintenance procedures.

**3.16.18 Communications Infrastructure**

- A. The existing communications infrastructure must remain in place or be replaced in kind, as specified in the standards and specifications set forth in Attachment 1.5a.
- B. Communication between the ETTM Equipment and the ETTM Facilities shall be via a fully redundant fiber optic network using Spanning Tree Protocol (or equivalent) to ensure no single points of failure and reliability and shall comprise:
  - 1. 395 Express Lanes trunk fiber optic loop;
  - 2. 395 Express Lanes distribution fiber optic loop(s); and
  - 3. Redundant fiber network switch equipment
- C. The 395 Express Lanes trunk and distribution fiber optic loops shall be comprised of new armored fiber optic cable.
- D. All new fiber optic cables shall be protected to prevent rodent damage, including but not limited to installing screens at bases of all ITS poles, installing toggle bolts/washers for manhole covers, and installing manhole covers without manhole hook holes to eliminate rodent entry.
- E. The new communications conduit bank for the 395 Project shall consist of a minimum of 2 four-inch diameter PVC conduits with at least one four-inch conduit reserved as a spare conduit.
- F. Communications and conductor cables shall be placed in separate buried conduits, embedded conduits, or structure and bridge-mounted conduits. Communications and conductor cables shall not share conduits, junction boxes, or related appurtenances.
- G. The Concessionaire shall coordinate with the Department to determine which fibers will need to be spliced to the existing 95 Express Lanes fiber to provide connectivity to the Express Operations Center. The Concessionaire shall be responsible for providing the necessary switch capacity and optics to support connectivity to the existing infrastructure.
- H. The Concessionaire shall provide fiber splicing diagram plans showing details of every splice and termination for every fiber strand as a part of the final Design Documentation. The number, color, and fiber assignment

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of each buffer tube and fiber strand shall be included. No underground splices shall be allowed.

- I. The maximum allowed cable length of a Category 5 or 6 Ethernet cable is 328 feet. If a longer running distance is needed, a media converter shall be used to convert Ethernet data to fiber optic signals.
- J. The Concessionaire shall furnish and install new ITS equipment cabinets for exclusive use to support the 395 Project devices. Existing Department equipment cabinets shall not be used. The Concessionaire shall remove all defunct equipment.
- K. The Concessionaire shall furnish and install new conduit for exclusive use by the Express Lanes ITS equipment. Existing Department conduits shall not be used. The Concessionaire shall remove all defunct equipment.
- L. Locator Wire
  - 1. All duct banks, trenches, and bores containing non-metallic conduits with non-locatable cable (fiber optic) shall have at least one locator wire installed between all junction boxes or cabinets.
  - 2. At all locations where non-locatable conduit is installed in a common trench, and a non-locatable conduit diverges from the common trench, a locator wire shall be installed in both trenches.
  - 3. All locator wires shall be installed inside of conduit and shall run continuously from junction box to junction box.
  - 4. Locator wire shall be an insulated #8 AWG stranded copper wire. The insulation shall not be green in color.
- M. The Concessionaire is responsible for designing the connection diagrams, including the communications equipment to be provided in each cabinet and how the equipment connects to the fiber optic cables. The design shall be consistent with the 95 Express Lanes Network Architecture as described in the diagram in Special Provision 805.

**3.16.19 Existing Department TMS Roadside Equipment**

- A. Existing Department TMS roadside equipment or third-party TMS roadside equipment installed under permit with the Department may include the following equipment located within the 395 Project Right of Way:
  - 1. weather stations;
  - 2. DMS for the existing HOV Lanes and GP Lanes to provide general traffic management and HOV regulatory information;

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3. HOV access gates;
  4. ramp meters;
  5. CCTV cameras; and
  6. traffic monitoring sensors.
- B. The Concessionaire shall relocate existing Department TMS roadside equipment located within the 395 Project Right of Way that is affected by construction, including power and communication service to the equipment, and shall ensure that loss of functionality is minimized.
- C. Any third-party TMS roadside equipment located within the 395 Project Right of Way that is affected by construction, including power and communication service to the equipment, shall be relocated by the third-party equipment owner under the direction of the Department at no cost to the Concessionaire. The Concessionaire shall provide notification of disturbance of equipment three weeks prior to commencing such activities.
- D. The Department will remain responsible for the operations and maintenance of the existing and relocated Department TMS roadside equipment. However, during the Operating Period, the Concessionaire shall operate and maintain the access gates and any DMS ties to the access gates.
- E. Third-party equipment owners shall remain responsible for the operation and maintenance of their existing and relocated TMS roadside equipment.

**3.16.20 Interface with the NRO MPSTOC ATMS**

- A. The interface with the NRO MPSTOC ATMS shall comply with the requirements of the ICD.
- B. TMS shall not affect any change to the NRO MPSTOC ATMS or the procedures for the operation and maintenance of the NRO MPSTOC ATMS unless otherwise required by the provisions of the Technical Requirements and the ICD.
- C. The ETC and TMS shall not cause any unscheduled interruption or adverse effect to the continued functioning of the NRO MPSTOC ATMS or the operations supporting it.
- D. The NRO MPSTOC ATMS shall not cause any unscheduled interruption or adverse effect to the continued functioning of the ETC and TMS or the operations supporting it.
- E. The ETC and TMS shall be capable of being electrically (and, where relevant, optically) and mechanically isolated from the NRO MPSTOC ATMS.

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- F. The Concessionaire shall:
1. provide external electronic interfaces between the ETC and TMS and the NRO MPSTOC ATMS in accordance with the ICD;
  2. work with the Department and its subcontractors to construct, test, and operate all specified interfaces; and
  3. prepare and document the designs as outlined in the Agreement, which may include but not be limited to the following:
    - i. the content of the data to be exchanged;
    - ii. the format of the data to be exchanged;
    - iii. the static data which are required to decipher the meaning of the data exchanged;
    - iv. the bearer protocols to be used;
    - v. any sequencing constraints or assumptions;
    - vi. error handling measures;
    - vii. measures to ensure data integrity;
    - viii. the nature of testing and the associated test data to be used; and
    - ix. any other information necessary for the interface to operate correctly.
- G. The TMS shall have a mechanism to control the rate of transmission of messages/file to the NRO MPSTOC ATMS, with such mechanism being mutually agreed to and in accordance with the ICD.
- H. If the interface to the NRO MPSTOC ATMS is unavailable, the TMS System shall be able to store relevant records for an agreed period of up to five days on secure media and transmit them to the NRO MPSTOC ATMS once the interface is restored.

**3.16.21 Data Processing Capacity**

- A. The Concessionaire shall ensure that the ETTM System has sufficient data processing capacity.

**3.16.22 Alarm Reporting**

- A. The ETTM System shall have the capability to monitor the status of all relevant components and to raise alarms in the event of component failure, performance

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degradation, or any other potential issues that might adversely affect the operation or performance of the ETTM Equipment.

**3.16.23 Security**

- A. The Concessionaire shall prepare and submit prior to Final Completion to the Department a security plan (“Security Plan”) for the HOT Lanes operations.
- B. The Security Plan shall embody the following key principles for the protection of data:
  - 1. Integrity: Data shall be protected from being corrupted by unauthorized changes, whether by system error, human error, or intentional alteration. Data shall only be modified by authorized users according to defined privileges and procedures.
  - 2. Confidentiality: Data shall be protected from unauthorized disclosure. Access to systems shall be restricted to authorized users with privileges appropriate to the confidentiality of the data.
  - 3. Availability: Data shall be prevented from being lost or becoming inaccessible. Authorized users shall be able to gain access to information to which they are privileged whenever they are authorized to do so.

**3.16.24 Disaster Recovery**

- A. The Concessionaire shall prepare and submit prior to the Date of Service Commencement to the Department a disaster recovery plan (“Disaster Recovery Plan”) for the HOT Lanes operations, which may include the following:
  - 1. mitigating any adverse impact on the ETC system and its operation and/or TMS, in any circumstances where the ability of the Concessionaire to provide the operation of the ETTM System would otherwise be impaired; and
  - 2. making provision for action to be taken by the Concessionaire in the event of the unavailability of its premises.
- B. The Disaster Recovery Plan shall identify the measures to be taken in the event of:
  - 1. HOT-OC site loss
  - 2. Roadside equipment site loss
  - 3. System data loss or corruption

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4. Systems failure
5. Failure of the communications link with the NRO MPSTOC ATMS
6. Failure of the communication links between the roadside equipment and the HOT-OC
7. Loss of power in the locality
8. Inability of staff to gain access to, or work effectively at, the HOT-OC facility.

**3.16.25 Performance Recording and Reporting**

- A. The ETTM System shall incorporate the necessary tools to enable the recording and reporting of performance to meet the requirements under the Agreement.

**3.16.26 Testing**

- A. The Concessionaire shall submit to the Department a test strategy for the 395 Express Lanes that shall include as a minimum:
  1. the scope, requirements and objectives of testing;
  2. an overall high-level plan for testing the ETC and TMS, including the test stages and processes and the scheduling of all tests prior to the Date of Service Commencement; and
  3. the roles and responsibilities of all those involved with the testing program and any dependencies on third parties, including Department personnel.
- B. Testing and commissioning, where applicable, shall be based on the application of a systems engineering methodology such as ANSI/GEIA EIA-632. Testing and commissioning shall be the primary responsibility of the Concessionaire with input and support from the Department and shall utilize:
  1. a Verification Cross Reference Index (VCRI), which will be developed and documented to establish the way in which requirements are satisfied. The VCRI shall utilize test, demonstrate, inspect and analyze as methods for acceptance;
  2. a test series that shall demonstrate compliance with the performance requirements through a test plan and procedures;
  3. a testing strategy document that details how the testing plan will be implemented to demonstrate conformance of the proposed solution

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to the various functional, technical, and performance requirements;  
and

4. a test plan document that describes how the testing strategy will be executed to demonstrate the various functional, technical, and performance requirements for compliance to requirements, which shall include:
  - i. test specifications for each of the test cycles
  - ii. detailed requirements traceability matrix linking each of the test series to relevant requirement(s)
  - iii. detailed test script(s) for each of the test series, including input / process / output at each of the steps so that conformance can be monitored.
  
5. The testing strategy for the 395 Express Lanes will provide the level of detail to ensure compliance with the overall testing requirements. This testing strategy shall include:
  - i. System design and integration overview. The Concessionaire will provide this documentation.
  - ii. User Acceptance Testing - to ensure that individual functions operate as defined in the requirements specification or similar documents and the complete end-to-end process is tested. User Acceptance Test will be completed at least thirty (30) days before Service Commencement of the ETTM. The Department will approve successful completion of the UAT for Service Commencement. The Department will provide this documentation.
  - iii. Factory Acceptance Testing - tests to be conducted at the supplier's premises to verify that the equipment, subsystem or system complies with the functional and performance requirements of that supplier's subcontract.
  - iv. Site Acceptance Testing - tests to be conducted at the point of installation (tolling point and EXPRESS-OC) to confirm the factory acceptance testing results, plus any omissions and/or errors noted during the factory testing
  - v. Integration Acceptance Testing - a test conducted to ensure that the complete ETC and TMS meets the end- to-end system-level functional and performance requirements in normal operating conditions. The Concessionaire will provide this documentation.

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**3.16.27 Training**

The Concessionaire shall develop and conduct a minimum of two information sessions for the Department in the operations and maintenance of the HOT TMS.

- A. The target audience for one information session shall be the Department's management staff and duty officers. The session shall include an overview of the capabilities and procedures used to operate the HOT lanes.
- B. The target audience for one information session shall be the Department's TOC operators and controllers and shall include detailed daily procedures used by the HOT TMS in interface with the NRO MPSTOC and management of Incidents.

**3.16.28 Standards**

- A. The ETTM System shall be designed, implemented, maintained, repaired, and replaced in accordance with all relevant standards and specifications as set forth in Attachment 1.5a.

**3.16.29 Department Testing and Integration Obligations**

- A. The Department will participate as necessary in the requirements for testing and integration as outlined above where such testing and integration involves the Department's infrastructure. The Concessionaire shall schedule adequate time for notification and testing by the Department.

**3.16.30 Roadway Gates**

- A. Roadway gates shall be designed and installed, including but not limited to tapered lengths and height above finished roadway, to fully close the ramps at all reversible access and egress points such that vehicles cannot go around a closed gate. Installed length of gates shall consider pavement markings, gore areas, and ramp widths. The Concessionaire shall submit a complete gate arm length schedule table for review and approval as a part of the Design Documentation.
- B. A gate cabinet shall be placed at locations where the technician and other authorized personnel can see the gates while working at the gate cabinet. All gates shall be viewable by at least one PTZ CCTV camera such that the gate open or close position can be visually confirmed by appropriate EXPRESS-OC personnel.

**3.16.31 Maintenance Access**

- A. All RSE cabinets, foundations, concrete pads, and junction boxes shall be installed at elevations and locations with safe access. Handrails shall be installed for protection at locations with fall hazards.



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- B. Junction boxes shall not be installed in roadways, driveways, parking areas, ditches or public sidewalk curb ramps. The Concessionaire shall avoid placing junction boxes in low-lying locations with poor drainage. Electrical junction box length (long side) shall be parallel to the conduit run. When the conduit run is perpendicular to the roadway at the junction point, the junction box shall be parallel to the roadway. The maximum spacing between any two adjacent electrical junction boxes shall be 500 feet. The spacing between any two adjacent communication junction boxes should be approximately 2,000 feet.

**3.16.32 Specified New ITS Roadside Equipment**

During the Construction Period, new ITS roadside devices for use on the 395 Project shall be the following specified equipment. To ensure the equipment will be compatible with the existing 95 Express Lanes systems, substitutions are not allowed. The following items were approved in the approved certification request form for proprietary products dated June 6, 2016.

Device	Equipment Make/Model	Firmware Version <sup>1</sup>
Generator/Tank with PLC comm from TS&T <sup>4</sup>	Cummins 35GG + Comm Cabinet <sup>2</sup>	latest
Telemetry Remote Terminal Unit	Moxa ioLogic E4200	latest
Telemetry Remote Monitor	Moxa iWatch 100 (SNMP)	latest
Layer 3 Switch	Cisco 3750X-24S-E <sup>2</sup>	latest
Layer 3 Switch	Cisco 3750X-12S-E <sup>2</sup>	latest
Layer 2 Switch	Cisco IE3000 8TC	latest
N-Port Device Server	Moxa IA5250A	latest
CCTV (PTZ)	Cohu 3960HD (New pole mount)/HD35-7000	3.02.185
Automatic Incident Detection Camera	Cohu 3930/HD15-1001	1.96.87
Microwave Vehicle Detection	Wavetronix Smart Sensor HD	latest
DMS Freeway (66mm Pixel Pitch) <sup>3</sup>	Daktronics VF-2420-27x90-66-A <sup>2</sup>	1.9.4588.19
DMS Arterial (46mm Pixel Pitch) <sup>3</sup>	Daktronics VF-2420-27x90-46-A <sup>2</sup>	1.9.4588.19
Lane Control Signals	Daktronics Vanguard VM-1020-1-7X10-66-RG	latest
Variable Speed Limit Sign	Daktronics Vanguard VSLS-5220-2-18-W	latest
Gate Vertical Rise (480VAC)	B&B VW-4	N/A
I70 Controller <sup>5</sup>	VDOT Gate Firmware	VDOT
Uninterruptible Power Supply	Blue Earth UP Stealth UPS (SNMP) (500W Battery)	latest

Notes:

<sup>1</sup> Firmware version indicates Equipment Make and Model Numbers required for seamless integration into existing TTMS software

<sup>2</sup> Indicates verification required based on project requirements

<sup>3</sup> DMS type and size shall be verified with the project requirements, design and specifications

<sup>4</sup> Generator type and size shall be verified with the project requirements, design and specifications

<sup>5</sup> VDOT supplies gate firmware

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**3.16.33 Maintenance of 95 Express Lanes Operating Systems**

- A. No shutdown of the 95 Express Lanes System shall be permitted during the installation and testing of the 395 Project elements.
- B. For any temporary impacts or isolated shut-down of system elements, the Concessionaire shall coordinate directly with the Department regarding any Work within the 95 Express Lanes or Department assets, or Work impacting any 95 Express Lanes facilities or equipment. An Authorization to Work form, approved by the Concessionaire, shall be required prior to commencing any Work within the 95 Express Lanes, or Work impacting any 95 Express Lanes facilities or equipment. All Authorization to Work requests shall be submitted a minimum of five (5) business days prior to the intended Work start date. Directions for submission requirements are contained on the form.

**3.16.34 Impacts to 95 Express Lanes Facilities and Operations**

- A. The Concessionaire shall be responsible for any impact to the existing ITS roadside equipment and infrastructure within the construction limits. Prompt response is required to any damage caused by the Concessionaire and in the event the repair is not completed two hours prior to the next traffic peak, the Department restore critical systems and bill the Concessionaire for such restoration.
- B. The Concessionaire shall reimburse Department for the damages caused by the Concessionaire, including but not limited to repair or replacement of the existing fiber and electrical network and the amount of lost revenue. The cost of the repair work performed will include the actual maintenance Contractor costs plus 25% for supervisory and administrative personnel. The amount of lost revenue will be determined based on the average revenue reported for the same period of the outage over the previous four week period.

**3.16.35 Notification of Impact (NOI) to Department Equipment**

- A. As part of the overall construction of the 395 Project, a process for controlling the Work that will impact Department traffic management system equipment is required. A significant portion of this work will depend on field conditions and the state of the system, neither of which can be determined during the design phase. The impact of construction on the Department equipment shall be coordinated by the Concessionaire by the Notification of Impact (NOI) to the Department.
- B. This NOI process shall apply to all Department traffic management system components (referred to herein as “the Equipment”) within the 395 Project limits that are impacted by the Concessionaire’s construction activities.
- C. The Work shall be governed by the general requirement that the impacted Department Equipment shall be maintained or returned to a condition equal to

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or better than the condition at the start of construction unless otherwise indicated in the plans or approved by the Department. This shall include both the functionality and maintainability of the Equipment.

- D. While this NOI process is intended to provide specific controls on work impacting Department Equipment, a number of factors both within and beyond the control of the Concessionaire may impact the Work. Specific elements of the proposed Work plan, such as schedule or means and methods of completing the Work, may require revisions that are not consistent with these provisions in order to safely and effectively complete the Work. As such, these provisions should be treated as a typical application and general framework for control of the Work. When deviations are required due to changing field conditions, no reasonable request for changes by the Concessionaire or the Department may be denied without good cause.
- E. Plans related to existing Department Equipment have been prepared using a combination of original design drawings, as-built drawings, supplemental information provided by the Department, and site visits. This NOI process recognizes that complete documentation of the existing Department system is unavailable, the ability to field verify conditions as part of design is limited, and that conditions can change between the time of design and the time of construction. As part of the design development process, it has been agreed that certain information and decisions will be made during construction at such time that the elements of the system can be verified as to precise location and operational status. The Department and the Concessionaire shall work together to identify and coordinate those items that could not be addressed during design.
- F. The Department and the Concessionaire shall regularly work together to coordinate work that may impact Department Equipment. This coordination shall include, but not be limited to, Department staff and representatives attending regularly scheduled construction coordination meetings held by the Concessionaire.
- G. "Impact" is defined as any Work that will interrupt the normal operation of the Department's Equipment.
- H. No Work that impacts Department Equipment identified in the plans shall commence without prior notification to the Department per the provisions of this NOI process.
- I. The Concessionaire shall take all measures to protect Department Equipment during the course of the Work and maintain operation of the equipment. The means and methods for protecting Department Equipment shall be determined on a case-by-case basis appropriate to the scope of the Work.
- J. The Department shall make staff available upon request to assist the Concessionaire in identifying existing system conflicts and operations;

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conducting Equipment inspections; carrying out maintenance transfers; and testing and acceptance of completed Work. The availability of Department staff shall be coordinated per the requirements of this NOI process. When unexpected conditions arise that requires the input of the Department, the Department shall make staff or authorized representatives available within forty-eight (48) hours of Department receipt of the Concessionaire's written request.

- K. The provisions of this NOI process shall apply to all Work impacting Department Equipment shown on the plans as well as to any Equipment impacted during the course of construction but not identified on the plans. When Equipment not identified on the plans are impacted, the Concessionaire shall follow the typical construction processes (such as RFI, FDC, and NDC) to identify and resolve the impact.
- L. The Department shall notify the Concessionaire of any impacts to operations that may be attributable to work at other sites that were not anticipated in the original notification. The Concessionaire and the Department shall coordinate as necessary for unanticipated impacts to operations.
- M. Unless specifically described on the plans or special provisions or directed by the Department in writing, means and methods for completing the Work related to impacted Equipment shall be at the discretion of the Concessionaire. Means and methods shall be consistent with the requirements of the Agreement and the Standards and Specifications.
- N. With the exception of the notification form, written correspondence described in this Exhibit may include e-mail to those parties listed as contacts in this NOI process or the notification form. Written correspondence shall reference the relevant notification ID number and phase of the process.
- O. Responsibility for maintenance of impacted Equipment shall transfer to the Concessionaire per the approved schedule for start of the Work unless otherwise noted on the notification form. Responsibility for maintenance will transfer back to the Department upon Final Completion of the Work as detailed in the notification process. During the period when maintenance of Department Equipment has been transferred to the Concessionaire, events outside the control of the Concessionaire that impact the condition of the Equipment shall be addressed by the Department including warranty claims and at-fault third parties. The Department shall be notified immediately of any damage to existing Equipment.
- P. The Concessionaire shall be required to submit an amended NOI if work described in initial notification is performed at least forty-eight (48) hours after date stated in the NOI form.
- Q. The Concessionaire shall document all changes to Department infrastructure as a result of work in the NOI in the 395 Project as-built plans according to the

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as-built plans set forth in the Technical Requirements. The as-built plan will be required for all impacted Department Equipment even if such Equipment is not shown on 395 Project design plans.

### R. Notification Procedure

#### 1. First Notification: 21 Days Prior to Work Start

The Concessionaire shall submit a complete Notification of Impact to Department TMS Asset form to the Department. The form shall be provided a minimum of twenty-one (21) calendar days prior to the proposed start of the Work impacting the Equipment.

#### 2. Notification Review: 18 Days Prior to Work Start

The Department shall review the form for conformance with the plans and the Agreement. Within 3 days of receipt, the Department shall respond to the submitted form. The Department shall provide one of three responses:

**Approved** – The form is found to be in conformance with all documented requirements and is approved as submitted. The process moves to the Inspection phase.

**Revise and Resubmit** – The form is conditionally approved with minor corrections or clarifications required as noted in the Department's response. The process moves to the Inspection phase and the Concessionaire revises the form as needed for resubmittal prior to the second notification

**Rejected** – The form has significant elements that are not in conformance with the plans or the Agreement. The Department notes the specific elements of the form not in conformance and cites the controlling Agreement requirements not met. The Concessionaire shall submit the form again beginning at the first notification.

#### 3. Inspection: 14 Days Prior to Work Start

Following approval or conditional approval of the notification form, the Department and the Concessionaire shall conduct a joint field meeting at the Equipment to be impacted. The Department shall provide the Concessionaire access to the equipment and Equipment to be impacted for general inspection and demonstrate the operational status of the equipment. If the proposed impact is not limited to a single site (e.g., impact to power or communications connecting multiple devices), the Department shall also demonstrate operation at a remote location to establish the existing condition of all elements to be impacted by the Work. The Concessionaire shall document the condition of the site through field notes and photos as needed. The Concessionaire shall provide written notification to the Department of any site deficiencies

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within twenty-four (24) hours of the inspection. The Department shall assess deficiencies and provide a response to the Concessionaire within forty-eight (48) hours of receipt of the Concessionaire's report. The response shall include one of the following:

**Department Repair/Replace** – The Department shall repair or replace deficient equipment prior to the start of the Work. A second inspection shall be scheduled to document the existing condition of the Equipment prior to the start of the Work.

**Proceed per Plan** – The Department shall instruct the Concessionaire to carry out the Work as shown in the plans and proposed on the notification form accepting the condition of the Equipment as is. The Concessionaire shall complete the Work as required by the Agreement and return the system to its existing condition at the time of the inspection, accounting for the deficiencies of the system noted in their report. For example, the Department may instruct the Concessionaire to relocate a camera as called for in the plans even if the camera is inoperative at the time of inspection. The Concessionaire will relocate the camera noting that it was inoperative prior to start and maintaining its current condition.

**Request for Change** – The Department shall request a change to the plans to address the deficient conditions. This may include requesting the Concessionaire to carry out repair or replacement or removal and disposal/salvage of the impacted Equipment. This process shall follow the typical process for changes to the Agreement, accounting for any impacts to schedule and scope.

4. Second Notification: 10 Days Prior to Work Start

The Concessionaire shall provide a second notification to the Department for the start of the Work. If the notification form was required to be revised and resubmitted as part of a conditional approval, the Concessionaire shall provide the revised form with this notification. The Concessionaire may propose changes to the original request as part of the second notification. This may include minor changes to the schedule of the Work or revisions to the construction work plan. If no updates to the first notification are required, the Concessionaire shall provide only a written reaffirmation of the original notification.

The Department shall approve or reject the updated form within forty-eight (48) hours of its receipt and provide a written response per the requirements of the first notification.

5. Confirming Notification: 24 Hours Prior to Work Start

The Concessionaire shall provide written confirmation of the planned Work a minimum of twenty-four (24) hours prior to the scheduled start of

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the Work. Minor deviations of the written notification form shall be allowed (such as minor changes in the specific start time and updated contact information )

6. Final Notification: 15 Minutes Prior to Work Start

The Concessionaire shall provide final notification fifteen (15) minutes prior to the start of the Work, if required by the Department as noted on the approved notification form. This notification shall be made for Equipment identified by the Department as being of significant operational value. An Asset of “significant operational value” is one which must remain in operation until an unscheduled Incident or condition is resolved. The Department shall identify these Equipment on the notification form. The Concessionaire shall provide this final notification to Department staff as identified by the Department in the notification process.

7. Work: Start of Work

The Concessionaire shall carry out the Work in accordance with the Agreement and approved notification form. The Concessionaire should provide daily updates to the Department on the progress of the Work or as required on the notification form. The Concessionaire shall notify the Department of any events or issues that arise during the course of the Work that may impact the scheduled completion of the Work. The Concessionaire shall provide a plan for recovery of schedule as needed.

8. Notification of Completion: Completion of Work

The Concessionaire shall notify the Department immediately upon completing the Work. The Department shall verify the operation of the Asset as needed to ensure the basic scope of the Work is completed. The Department shall notify the Concessionaire immediately of any impact to normal operation of the Asset following completion of the Work.

9. Return of Maintenance: 48 Hours After Completion of Work

The Concessionaire and the Department shall conduct a return of maintenance inspection within forty-eight (48) hours of completion of the Work. The Department shall inspect the Work on site and provide a written punch list or acceptance as appropriate. Maintenance of the Equipment shall transfer back to the Department upon completion of any punch list items and issuance of the written acceptance. Written

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acceptance shall be provided no less than forty-eight (48) hours following the final inspection.

**3.17 Maintenance During Construction**

- A. The Concessionaire shall prosecute the Work so as to avoid obstructions to traffic to the greatest extent practicable. The Concessionaire shall provide for the safety and convenience of the general public and residents along the roadway and the protection of persons and property.
- B. The Concessionaire shall maintain the Work from the beginning of construction operations until Final Completion.
- C. The Concessionaire shall keep the portions of the road being used by the public free from irregularities and obstructions that could present a hazard or annoyance to traffic.
- D. Existing Department Transportation Management System (TMS) devices in the general purpose lanes and HOV Lanes shall remain operational during construction unless otherwise approved by the Department. These TMS devices include, but are not limited to: (i) closed-circuit television (CCTV) cameras; (ii) dynamic message signs (DMS); (iii) ramp metering; (iv) detection; (v) mile markers; (vi) the reversible gate system; (vii) roadway lighting; and (viii) weather stations.
- E. Existing detection (traffic sensors) in the reversible facility shall remain in place during construction activities unless written approval is provided by the Department. Replacement detection shall be installed, operational, integrated, and collecting data before taking existing detection out of service.
- F. The existing continuous count station at approximate mile marker 2.0 shall remain in place and fully operational until such time as a replacement station at a location approved by the Department has been activated. The Concessionaire shall coordinate the work to relocate the continuous count station with the Department's contractor responsible for statewide maintenance of continuous count stations. The Concessionaire shall reimburse the Department for its costs associated with the relocation of this continuous count station.
- G. The Department will maintain all roadways and structures used by public, pedestrian and vehicular traffic at its expense, until such time as the paved surface and roadside appurtenances in the active construction work area are significantly impacted by the Concessionaire's construction activities. (Significant impacts include pavement marking eradication, traffic lane shifts, surface paving, placement of temporary traffic barrier service, or similar activities). The highway trucks hauling material on the paved surface are not considered significant impacts. Once the Concessionaire significantly impacts the active construction work area, the Concessionaire shall be responsible for



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that active construction work area until its Final Completion. The Concessionaire shall be responsible for all maintenance in significant impacted active construction work areas including repairs to the roadway surfaces (fixing holes in the hard surface, patching the potholes and providing smooth surface).

- H. The Concessionaire shall be responsible for the maintenance of the significant impacted assets in accordance with standard Department maintenance requirements. Significant impacted assets for which the owning authority is other than the Department shall be maintained by the Concessionaire until such time as they are no longer impacted by construction and accepted back by the owning authority.
- I. The Concessionaire, on behalf of the Department, will operate the gates and maintain assets (components) necessary to operate gates for the existing HOV facility for the duration of the Construction Project except as noted below:
  - 1. Damage to the gates caused by the Concessionaire, or any of the Concessionaire's subcontractors, (whether intentional or through negligence) will be repaired by the Concessionaire. The Concessionaire shall reimburse the Department for the actual cost incurred to have such gates repaired.
- J. Where the Concessionaire's MOT Plan requires traffic to operate on surfaces other than final surface or final alignment, the Concessionaire shall be responsible for maintenance of these roadways, including repair of any damage caused by its operations or use by public traffic.
- K. The existing drainage system will be maintained by the Department until the Concessionaire or any of the Concessionaire's subcontractors start impacting the drainage system, at which time all drainage assets within the impacted drainage system will become the Concessionaire's responsibility.
- L. The Department shall maintain all existing HOV lighting within the HOV Lanes so long as unfettered access is preserved. If the highways lights within existing HOV facility (only) have to be taken out of service by the Concessionaire, these lights must be returned to service within 30 days. At no time shall the lights in GP Lanes and other roadways be put out of service, unless mutually agreed between the Parties for the purposes of cutover, testing or integration into the ETTM System or NRO MPSTOC ATMS.
- M. The existing lighting and ITS systems will be maintained by the Department until the Concessionaire or any of the Concessionaire's subcontractors begin impacting these assets, at which time impacted lighting and impacted ITS assets within the 395 Project limits will become the Concessionaire's responsibility. If there is an existing asset the Concessionaire desires to tie in or connect to, but is prevented from doing so because of physical damage to such existing asset the Concessionaire may perform the repair work at its sole

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cost and expense. Once the Concessionaire has completed the work, and the work is accepted by the Department, the maintenance activities will revert to the Department's responsibility.

- N. The Department will perform snow and ice removal on all travel ways.
- O. The Concessionaire's maintenance of the active construction work area shall be to the level of quality condition existing in the relevant active construction work area at the time Concessionaire takes control of the active construction work area.

**3.18 As-Built Documents**

- A. As a condition to Final Completion, the Concessionaire shall provide to the Department, the record drawings and documents (as-built plans) of the 395 Project in accordance with the standards and specifications set forth in the VDOT CADD Manual, VDOT Road Design Manual, and the VDOT Post Construction Manual.
- B. As-built plans shall be prepared, signed and sealed by a Professional Engineer licensed in the Commonwealth. The as-built plans will show all adjustments and revisions to the Construction Plans made during construction (including NDC's, FDC's and NCR's) and serve as a permanent record of the actual location of all constructed elements. The As-Built Plans shall be in the same format as the construction plans. The as-built drawings and documents shall be certified by the Concessionaire to reflect the actual condition of the 395 Project at the end of the Work period and organized and indexed to facilitate easy retrieval of information. Where appropriate, overlapping work packages shall be combined in the as-built plans.
- C. Tolling and Traffic Management System
  - 1. The As-Built Plans shall have Global Positioning System (GPS) location data of all installed ETTM System field devices, including but not limited to; junction boxes (electrical and communication), splice cabinets, CCTV and AID cameras, Dynamic Message Sign (DMS), Microwave Vehicle Detectors, gates, Lane Use Management System (LUMS), pole and ground mounted cabinets, roadway lighting and electrical service panel. A detailed list or spreadsheet of all installed or modified TTMS field devices, including at least the device location, model number, serial number, and test acceptance date shall be part of the As-Built documents.
  - 2. The As-built documents shall provide fiber optic splicing diagrams at every splice point (cabinet or underground) detailing all cable splices, terminations, equipment port assignments, and optical circuits within the communication network. Document the sequential cable length markings at each splice box and pull box wall that the

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cable passes through, and include the information with the As-built documentation.

3. The As-built documents shall provide splicing details for all existing Department cabinets that have had splicing altered. Splicing details shall include specific fiber numbers.
4. The As-built documents shall provide a complete set of As-built plans showing all bores (successful and failed) on completing the work. Ensure that the plans are dimensionally correct copies of the Construction Documentation and include roadway plan and profile, cross-section, boring location and subsurface conditions as directed by the Engineer. The plans must show appropriate elevations referenced to a permanent Department feature (such as mast arm foundation, manhole inlet cover, or head wall). Plans must be same scale in black ink on white paper, of the same size and weight as the Construction Documentation. Specific As-built plans content requirements include but may not be limited to the following:
  - i. The construction plan view shows the center line location of each facility installed, or installed and placed out of service, to an accuracy of 1 inch at the ends and other points physically observed in accordance with the bore path report.
  - ii. As directed by the Department, provide either a profile plan for each bore path, or a cross-section of the roadway at a station specified by the Engineer, or a roadway centerline profile. Show the ground or pavement surface and crown elevation of each facility installed, or installed and placed out of service, to an accuracy of within 1 inch at the ends and other exposed locations. On profile plans for bore paths crossing the roadway, show stationing of the crossing on the Construction Documentation. On the profile plans for the bore paths paralleling the roadway, show the Construction Documentation stationing. If the profile plan for the bore path is not made on a copy of one of the construction profile or cross-section sheets, use a 10 to 1 vertical exaggeration.
  - iii. If, during boring, an obstruction is encountered which prevents completion of the installation in accordance with the design location and specification, and the product is left in place and taken out of service, show the failed bore path along with the final bore path on the plans. Note the failed bore path as “Failed Bore Path - Taken Out of Service”. Also show the name of the Utility Owner, location and length of the drill head and any drill stems not removed from the bore path.

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- iv. Show the top elevation, diameter and material type of all utilities encountered and physically observed during the subsoil investigation. For all other obstructions encountered during a subsoil investigation or the installation, show the type of material, horizontal and vertical location, top and lowest elevation observed, and note if the obstruction continues below the lowest point observed.
  - v. Include bore notes on each plan stating the final bore path diameter, product diameter, drilling fluid composition, composition of any other materials used to fill the annular void between the bore path and the product, or facility placed out of service. Note if the product is a casing as well as the size and type of carrier pipes placed within the casing as part of the Agreement.
5. The As-built Plans shall show field verified cabinet numbers, service panel numbers and roadway lighting pole electrical identification numbers.

D. Drainage

- 1. Upon completion of the installation of any major drainage structure, the Concessionaire shall prepare a final As-built survey of the major drainage structure and related upstream and downstream appurtenances and provide such survey to the Department. The As-built survey shall include the horizontal location and vertical elevations of the constructed major drainage structure in sufficient detail to confirm pre-construction hydraulic performance. A post construction As-built Hydrologic and Hydraulic Analysis (H&HA) and report shall be developed based on the As-built survey and submitted to the Department for review and acceptance. The post construction H&HA shall demonstrate that the anticipated post construction hydraulic performance of the major drainage structure matches or betters that of the pre-construction H&HA. If the post construction analysis shows an impact greater than the pre-construction H&HA or exceeds the construction tolerances established with the pre-construction H&HA, then the Concessionaire shall be responsible for mitigating the adverse impacts of the post construction condition at no additional cost to the Department.
- 2. The Concessionaire is to insure proper ingress and egress to any storm water management facility and that any specific proprietary facilities have proper maintenance details included in the Record (As-built) Plans.
- 3. The As-built Record Plans shall include the following information:

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- i. Discharge structures – structure identification number, type, locations, dimensions and elevations of all weirs, bleeders, orifices, gates, pumps, pipes, and oil and grease skimmers;
  - ii. Side bank and underdrain filters, or exfiltration trenches – locations, dimensions, and elevations, including clean-outs, pipes, connections to control structures and points of discharge to receiving waters;
  - iii. Storage areas for treatment and attenuation – storage area identification number, dimensions, elevations, contours or cross-sections of all, sufficient to determine stage-storage relationships of the storage area and the permanent pool depth and volume below the control elevation for normally wet systems;
  - iv. System grading – dimensions, elevations, contours, final grades or cross-sections to determine contributing drainage areas, flow directions and conveyance of runoff to the system discharge point(s);
  - v. Conveyance – dimensions, elevations, contours, final grades or cross-sections of systems utilized to divert off-site runoff around or through the new system;
  - vi. Water levels – existing water elevation(s) and the date determined;
  - vii. Benchmark(s) – location and description (minimum of one per major water control structure); and
  - viii. Wetland mitigation or restoration areas (if any) – Show the plan view of all areas, depicting a spatial distribution of plantings conducted by zone (if plantings are required by permit), with a list showing all species planted in each zone, numbers of each species, sizes, date(s) planted and identification of source of material; also provide the dimensions, elevations, contours and representative cross-sections depicting the construction.
4. If Concessionaire prefers to abandon in place any existing drainage structures or Culverts, approval must first be obtained from the Department. All abandoned drainage structures and Culverts shall be depicted on the As-built Record Plans.
  5. The Concessionaire shall provide As-built Record Plans of all storm water management facilities. The As-built Record Plans shall show the actual finished ground contours, outlet structure dimensions and elevations and other requirements as they exist at the completion of

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the 395 Project. These drawings shall be signed and sealed by a Licensed Professional Engineer or Land Surveyor licensed in the Commonwealth.

6. The Concessionaire shall provide certification from an independent source that the proposed BMP facilities were constructed in accordance with applicable and current industry standards, and the manufacturer's specifications.

E. Utilities

1. The Concessionaire shall accurately show the final location of all utilities on the As-built drawings for the 395 Project. The Concessionaire will ensure the Utility companies submit As-built drawings upon completion of their relocation or adjustments. The Department shall issue an As-built permit to the Utility companies after receipt of permit application and As-built drawings.

**3.19 Surveys**

- A. The Concessionaire shall preserve all survey control monuments established by the Department and will notify the Department as soon as it is known that a monument is in a position that will interfere with new construction or with Concessionaire activities. If a monument is disturbed, or cannot be preserved in place, the Concessionaire shall set the new monument in accordance with the standards referenced set forth in Attachment 1.5a.
- B. All surveying work during the Construction Period shall be performed by the Concessionaire in accordance with the Department's Survey Manual.
- C. The Concessionaire shall be fully responsible for examination and verification of any data made available by the Department.
- D. Immediately after or within 7 calendar days from receiving the Department's request notice, provided the information exists, the Concessionaire shall make available to the Department electronic files of all survey data, for existing and new conditions and infrastructure, which at a minimum include:
  1. Survey control data
  2. **Digital Terrain Model (DTM) and Construction Cross- Sections:** Compatible to the Department's current DTM format.
  3. **Borrow Pits:** All borrow pit DTM's or cross-sections, originals and finals.
  4. **Horizontal and Vertical Control for Bridges:** Certified plats, field notes, coordinates, and computations shall be furnished by the

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Concessionaire prior to the Concessionaire beginning work on these structures.

5. **Pipes, Culverts, Ditches and Related Appurtenances:** Existing, newly installed control and as-built survey data for existing and new pipes, culverts and ditches which at a minimum include horizontal and vertical controls, type, size, materials and inlet/outlet control, catch basins and manhole and other related infrastructure.
  6. **Road Right of Way:** Existing, newly constructed/installed control and As-built survey data for right-of-way cross section showing roads, lane configuration, shoulders, access and egress ramps and connections, embankments, utilities, drainage and all infrastructure within the road right of way, and for areas where connecting roads and infrastructure are impacted by the work. The survey interval shall not be farther than 100-foot intervals. The data prepared by the Concessionaire shall include coordinates, type, size, material and references.
- E. The 395 Project Right of Way shall be staked by the Concessionaire in areas where work shall occur between the GP Lanes and the limits of the 395 Project Right of Way if no limited access fence is present prior to the start of the work. Right of Way stakes shall be placed at a minimum of 100-foot intervals on each side of the roadway or as directed by the Department and the stakes shall be marked with both the station and offset back to centerline. All final boundary stakeouts shall be performed by the Concessionaire.
- F. Final right of way monumentation shall be performed by the Concessionaire in accordance with the following:
1. RM-1: The Concessionaire shall furnish and install RM-1 right-of-way monuments in accordance with the Road and Bridge Standards.
  2. RM-2: The Concessionaire shall furnish and install RM-2 right-of-way monuments and optional locator posts, including the required caps, in accordance with the Road and Bridge Standards.
- G. The Department shall determine if an alternative form of permanent monumentation shall be used if RM-1 or RM-2 monuments are unsuitable for marking the right-of-way at various locations.
- H. The Concessionaire shall indicate this alternative monument usage on the final As-built plan in accordance with the Department's Survey Manual. Electronic data files along with paper sketches and drawings shall be furnished by the Concessionaire. All electronic data files furnished by the Concessionaire shall be in the format of the Department's current computer hardware and software.

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- I. Additional surveying work and supplemental layout work shall be performed by the Concessionaire as needed to successfully complete the Work. The Concessionaire shall provide and protect all construction benchmarks within the construction limits. Construction benchmarks shall be located not farther than 500 feet apart for the total length of the 395 Project. Construction benchmarks that are disturbed during construction operations shall be reestablished by the Concessionaire. All drawings, field notes, and computations from such survey work performed by the Concessionaire shall be submitted to the Department as defined and approved in the Concessionaire's 395 Project Development Plans.
- J. The Concessionaire shall field-verify all dimensions of the existing noise barriers within the 395 Project corridor for the modeling of the existing noise barriers assumptions necessary for the final noise study.

**3.20 Security**

**3.20.1 General Requirements**

- A. Subject to the requirements of the Agreement, the Concessionaire shall adhere to the intent of the Department policy on critical infrastructure information and sensitive security information (CII/SSI) to the extent such information is directly related to the Concessionaire's performance of its obligations under the Agreement. The Concessionaire shall ensure that relevant CII/SSI is protected and not disclosed to unauthorized persons. The Concessionaire shall ensure that all personnel having access to CII/SSI for the Concessionaire and all subcontractors have met the requirements of IIM-LD-236 Critical Infrastructure (CII) / Sensitive Security Information (SSI).
- B. The Department may request fingerprint-based criminal history background checks on contractors working on specific structures or functions.
- C. The Concessionaire shall review with the Department any information that should be designated as CII/SSI as specific design details become available. Any requirements for security review or other inspections will be mutually agreed to with the Department.
- D. The Concessionaire shall comply with all Pentagon and Mark Center property security rules and requirements when working on the Pentagon Reservation or Mark Center property.

**3.20.2 Concessionaire's Responsibility During Suspension of Construction**

- A. In case of suspension of construction Work, the Concessionaire shall take such precautions as may be necessary to prevent damage to the Work, provide for erosion control and drainage, and erect any temporary structures, signs, or other facilities necessary or appropriate for the protection of the Work and the



public. During the suspension of the Work, the Concessionaire shall properly and continuously maintain in acceptable growing condition all living material in newly established plantings, seeding, and soddings furnished under the Agreement and shall take adequate precautions to protect vegetation against damage.

### **3.21 Washington Metropolitan Area Transit Authority**

Construction of the 395 Project is located above and adjacent to Washington Metropolitan Area Transit Authority (WMATA). The Concessionaire will coordinate with WMATA for the design and construction efforts at the crossing of the yellow line between the L'Enfant Plaza and Pentagon and the crossing of the yellow and blue lines between the Pentagon and Pentagon City stations.