



STATE OF DELAWARE  
**DEPARTMENT OF TRANSPORTATION**  
800 BAY ROAD  
P.O. Box 778  
DOVER, DELAWARE 19903

CAROLANN WICKS, P.E.  
SECRETARY

(302) 760-2030  
FAX (302) 739-2254

July 31, 2009

Interested Design Builders:

**RE:** Contract No. 25-020-01  
Federal Aid Project No. ERRA2009-(31)  
Dover Transit Center  
Kent County

Attached is Addendum No. 1 to the RFP for the referenced contract consisting of the following:

1. Thirty Nine (39) pages, Transcript of the July 22, 2009 Pre-Proposal Meeting with Sign-in Sheets, pages 1 through 36, and 3 pages of Sign-in Sheets, new, to be added to the Request For Proposal.
2. Two (2) pages, Form RCF, Questions Q – 1 through Q – 9, pages 1 of 2 and 2 of 2, new, to be added to the Request For Proposal.
3. One (1) page, Instructions to Proposers (ITP), page 4 of 28, revised, to be substituted for the same page in the Request For Proposal.
4. Seven (7) pages, ITP Appendix A, pages i of ii, 1 of 13, 2 of 13, 5 of 13, and 11 of 13 through 13 of 13, revised, to be substituted for the same pages in the Request For Proposal.
5. One (1) page, ITP Appendix B, page B-1, revised, to be substituted for the same page in the Request For Proposal.
6. One (1) page, ITP Appendix E, page E-4, revised, to be substituted for the same page in the Request For Proposal.
7. Five (5) pages, Scope of Services – Part 3 – Design Requirements, pages i of ii, 1 of 4, through 4 of 4, revised, to be substituted for the same pages in the Request For Proposal.
8. One (1) page, **FOR INFORMATION ONLY**, DTC Bus Fleet Dimensions and Weights.
9. One (1) page, **FOR INFORMATION ONLY**, Bus Layout Schematic, Gillig Coach, Drawing 10-42945 (Page 1 of 2 only)

10. One (1) page, **FOR INFORMATION ONLY**, Bus Layout Schematic, Gillig Coach, Drawing 10-54572 (Page 1 of 3 only)
10. Four (4) pages, **FOR INFORMATION ONLY**, Bus Layout Schematic, Motor Coach Industries, Model D4000.

Please note the revisions listed above and submit your RFP based upon this information.

Very truly yours,

A handwritten signature in black ink, appearing to read "John V. Eustis, Jr.", written in a cursive style.

John V. Eustis, Jr.  
Contract Services Project Manager

:jve, jr.  
attach.

STATE OF DELAWARE  
DEPARTMENT OF TRANSPORTATION

PREPROPOSAL MEETING

DOVER TRANSIT CENTER  
DESIGN BUILD PROJECT  
25-020-01 ERRA 2009 (31)

DelDOT ADMINISTRATION CENTER  
800 Bay Road  
Dover, Delaware

Wednesday, July 22, 2009  
10:30 a.m.

WILCOX & FETZER  
1330 King Street - Wilmington, Delaware 19801  
(302) 655-0477  
www.wilfet.com

1 MR. EUSTIS: Good morning, everyone.

2 How are you doing? Everybody is here, right,  
3 that's planning to be here?

4 I'm going to take you through a few  
5 housekeeping things. The first one is my  
6 favorite presentation. It's the demonstration on  
7 how to turn your cell phone off, or put it on  
8 vibrate. Mine is on vibrate, but if you want I  
9 can play some songs on here since I got this new  
10 phone.

11 If you get a telephone call while  
12 this is taking place and you need to take it, you  
13 absolutely have to take it, just answer it, tell  
14 them to hold on, leave the room so you don't  
15 disturb anybody else. The only real risk in  
16 doing that is you get to miss some potentially  
17 witty comments by myself.

18 As you can see, this meeting will be  
19 transcribed, and when you have questions, which  
20 I encourage you to ask at any time, I want you to  
21 identify yourself and the firm you represent.  
22 And only one person can go at a time.

23 I will be, in a few minutes,  
24 distributing the RFPs. They are on CDs. Instead

1 of having an 1100-page document, you get two CDs  
2 each.

3 But the before I do that, what I  
4 would like to do, is I would like for you folks  
5 to go around the room and introduce yourself.  
6 Serves two purposes. Everybody knows who's here  
7 and transcriptionist gets to know sort of kind of  
8 where you are and who you are and who you  
9 represent.

10 We'll start.

11 MR. DINGER: Dennis Dinger, George  
12 and Lynch.

13 MR. McGUIGAN: David McGuigan with  
14 George and Lynch.

15 MS. BARDOL: Arden Bardol, Becker  
16 Morgan Group.

17 MR. RATHFON: Scott Rathfon, Century  
18 Engineering.

19 MR. STOOPS: Rick Stoops, George and  
20 Lynch.

21 MR. BAKER: Chris Baker, George and  
22 Lynch.

23 MR. DeVORE: Mark DeVore, OMB,  
24 facilities management. We have an interest in

1 the project.

2 MR. BALCERAK: David Balcerak, R.E.

3 Pierson.

4 MR. FARABAUGH: Ralph Farabaugh, R.E.

5 Pierson.

6 MR. JUDEFIND: Harold Judefind,

7 Moeckel Carbonell Associates.

8 MS. BERGERON: Nancy Bergeron, RKK

9 Engineers.

10 MR. GUGGENBERGER: Paul Guggenberger,

11 Moeckel Carbonell Associates.

12 MR. SUNDE: Jason Sunde,

13 Brightfields.

14 MR. DONAHUE: Garth Donahue, JMT.

15 MR. MILLER: Barry Miller, JMT.

16 MR. DuPLESSIS: David DuPlessis, JMT.

17 MR. BRAMBLE: David Bramble, David A.

18 Bramble, Incorporated.

19 MR. SILCOX: Jay Silcox, David A.

20 Bramble.

21 MR. LAVERTY: Michael Laverty, David

22 A. Bramble.

23 MR. LAING: Gary Laing, DelDOT public

24 relations.

1 MR. HOAGLAND: Jim Hoagland, DelDOT  
2 Contract Administration.

3 MR. HENRY: P.J. Henry, DelDOT audit  
4 section.

5 MR. SISSON: John Sisson, Project  
6 Manager.

7 MR. EUSTIS: And I'm John Eustis,  
8 Contract Services Project Manager.

9 Now, I said I would was going to give  
10 you RFPs. This will be fun to look at. Took me  
11 all morning to make these things. I'm picking  
12 out certain people because they are identified as  
13 point of contact.

14 Each of those CDs has all the RFP  
15 documents on them. What it does not have on it  
16 are the reference documents. The reference  
17 documents you saw were on the website. These  
18 will be on the website by the end of the week.  
19 They are different in several respects from  
20 what's there now because those are drafts. These  
21 are final. And in the process of putting them  
22 together this morning, I found three or four  
23 things I need to fix. So those will be on the  
24 website by the end of the week.

1                   The very first addendum we will have  
2 will be a copy of the transcript when I get it  
3 back, along with our version of the errata. Now,  
4 when you get the transcripts, I would appreciate  
5 it if you would go through them, read them. If  
6 you see anything in there that you believe is  
7 incorrect, let me know. And if I agree with it,  
8 I'll fix it. Okay? You can do it in the same  
9 format as the errata sheet that will be on the  
10 back of what I send out.

11                   Now, that's not a slam on the  
12 transcriptist. This is technical stuff, and  
13 sometimes things are, you know, not spelled the  
14 right way, or when you get homophones, they come  
15 out, you know, spelled differently and that kind  
16 of stuff. So that's how we'll take care of that.

17                   The authority to do this project is  
18 no different than it was at the informational  
19 meeting. Anybody here that wasn't at the  
20 informational meeting?

21                   (Show of hands.)

22                   MR. EUSTIS: Okay. This project was  
23 approved as a design build by the Joint  
24 Legislative Committee on Capital Improvement and

1 Director of OMB. It's also been in the Capital  
2 Transportation Program, and it's been of approved  
3 by FHWA and FTA is like, "yeah, you can do it.  
4 We'll get around to sending you the money in a  
5 little while."

6 Funding is provided by the American  
7 Recovery and Reinvestment Act of 2009. This  
8 project is one of the rare construction design  
9 and construct projects that is 100 percent funded  
10 with federal funds. There are two funding  
11 agencies, FHWA, FTA, in order of magnitude, as a  
12 matter of fact.

13 Both sets of rules apply. So you'll  
14 see some forms and certifications in the  
15 documents that you're not accustomed to seeing in  
16 normal design build projects.

17 Questions and comments -- I'm going  
18 to go away from this page in a second here, but  
19 I'm your sole source of contact for this project.  
20 Bar none. If you need information, you got to go  
21 through me. Now, Rich and Ralph and Mike are my  
22 sole sources of contact with you. So that's how  
23 this works. That gives control over the flow of  
24 information. If you only contact me and I only

1 contact you, I can guarantee you confidentiality  
2 from my side. Okay?

3 You have my e-mail address there.

4 It's on my card. I would prefer that you submit  
5 them by e-mail.

6 Now, this is the ITP. What I want to  
7 do -- what you just saw me do is also how your  
8 documents on your CD work, if you want to do it  
9 that way. I think you should. But you know,  
10 this is the form that I want your questions and  
11 comments to come in on. It is form CF, Scope of  
12 Services Package Comment Form. When I respond,  
13 either by e-mailing you a response or putting it  
14 in an addendum, it will go back on a form that's  
15 called RCF, oddly enough, which is the response  
16 to the comment form. Okay?

17 This form is also included on the CD  
18 in Word format. You won't have to futz with the  
19 PDF.

20 Reason I want them this way is I may  
21 have to forward it to John. I may have to  
22 forward it to someone else for a response. And  
23 like I said before, I'm not the world's best  
24 typist. I don't want to waste a lot of my time

1 hunting and pecking. So you type it up, send it  
2 to me, I'll forward it on. It will be in your  
3 words, and it won't be my interpretation of your  
4 words.

5 All your questions are confidential.  
6 As a matter of fact, as I've said before, that I  
7 don't want you talking to the engineering staff,  
8 district personnel, or anyone else for that  
9 matter other than me. If you need to talk to  
10 someone, I'll make those arrangements for you.

11 There are two types of questions that  
12 we address, those leading questions -- this is  
13 probably a 900-page document. I actually read it  
14 maybe six or seven times now. That's why I keep  
15 finding mistakes. But I more than likely know  
16 where the answers are if it's just a nose-leading  
17 thing. If it's a question or comment specific to  
18 your proposal, the answer only goes to you. If  
19 it's a question or comment that is global in  
20 nature about the RFP or the procedure, that may  
21 well wind up in an addendum. Okay?

22 Like I said, questions in writing.  
23 Put them on the form CF. You've got a copy of  
24 that in Word. Responses will be in writing. And

1 I will transmit them by e-mail unless it requires  
2 a document that's too large, in which case I'll  
3 be sending you an overnighted CD.

4 I make the decisions as to whether  
5 the subject of the question requires an RFP or  
6 not. For the guys in construction, they've been  
7 dealing with me for more than 15 years. I think  
8 I've got a level of trust with you folks. Maybe  
9 I don't. I think I do. The decisions that I  
10 make are generally pretty much on. I am the  
11 intermediary looking out for your best interests  
12 as well as the Department's. I'm kind of in that  
13 middle position there.

14 So I'm also your advocate here with  
15 the engineering staff. I am an engineer. I have  
16 some common sense about engineering. And you  
17 should be able to -- if you don't trust what I'm  
18 saying, that's fine. We can discuss it. It's  
19 not a big deal. If I have a question that I  
20 think requires a general response, I will contact  
21 you about that before I put it out in a general  
22 response. As far as I'm concerned, this has  
23 proven to be, over several iterations, a fair and  
24 transparent process. Nobody gets any special

1 treatment, not even me.

2 Confidentiality is extremely  
3 important in this process. It protects you more  
4 than it does protect us. But it's there to  
5 protect you. I would like to have the level of  
6 trust between the Department and you that you can  
7 ask questions, and get responses and they are not  
8 going to go anywhere else. That's why there's  
9 only one point of contact on both sides. That's  
10 also why every person that's involved in looking  
11 at these, at the documents that you submit and  
12 questions and answers that you submit will have  
13 signed a confidentiality agreement. It's fine to  
14 tell people that what they are looking at is  
15 confidential and they'll say, "Sure. Yeah. I'll  
16 keep that quiet." You make them sign a  
17 confidentiality agreement, it raises it to a  
18 whole other level. "I've got a document that  
19 says you're going to keep it confidential."

20 If you violate that confidentiality  
21 and I find out about it, whether I can prove it  
22 or not, those people are out of the process.  
23 They only have to do it one time. That includes  
24 the Department people. That includes FTA people.

1 That includes FHWA people if they are involved.  
2 I'm extremely strict about that. And when I  
3 exclude them from the process, I go to their boss  
4 and tell them as well as those individuals. And  
5 it's not something they can negotiate. One time  
6 and you're out. It's not California. It's not  
7 three strikes. It's one strike.

8 I understand that during this process  
9 you're going to need to talk to suppliers and  
10 subcontractors and other consultants. I suggest  
11 that you also use some sort of confidentiality  
12 document also because some of you folks are going  
13 to have to talk to the same suppliers as the  
14 other folks here. I know on Indian River both  
15 times we did that, that most of the teams did use  
16 a confidentiality agreement when they were  
17 talking to suppliers.

18 Important dates. The preproposal  
19 meeting is today. And you're here. Thank you.

20 Concept presentations, they will be  
21 the week of August 24th. The dates are the 24th,  
22 25th, and 26th. These are the envelopes that  
23 have the dates in them. They are not addressed  
24 to anybody specifically. When we get to the end

1 of the meeting, I'll have Rich, Ralph, and Mike,  
2 you guys can decide among yourselves who draws  
3 first. You'll open them up. There's two copies  
4 of each letter in there. I need a copy back so I  
5 can write your name on it so I know who's here on  
6 what date. If you don't like the date you get,  
7 argue with the other folks, not with me.

8 The last day for technical questions  
9 is September 10 at noon. 12:01, if I get another  
10 question in, I might consider it if I can fit it  
11 in. Reason for that is I want to be able to get  
12 out an addendum within a week that addresses  
13 those things that need to be. Last date for the  
14 addendum, any possible addendums is September 17.  
15 The reason for the lag time, almost a two-week  
16 period between then and when you have to put in  
17 your technical proposal is you're going to be  
18 sending me a whole box full of paper and you're  
19 going to need to fix things and I'm going to give  
20 you the opportunity to do that. If you can't  
21 figure it out, between the 17th and October 1st,  
22 then that's an issue I can't deal with.

23 Price proposal due date, three weeks  
24 later, October 21st, 2:00 p.m. No different than

1 any other bid opening. 2:01, 2:00 o'clock and  
2 ten seconds is too late. Make sure you get it  
3 here on time.

4 Now, the other thing, the other  
5 reason for the lag between the technical and the  
6 price proposal is we will be reviewing the  
7 technical proposals and you will be putting  
8 together your estimates. I know it gets hairy at  
9 the end of a technical proposal period to try and  
10 do estimates at the same time. I'm giving you a  
11 time period to do that. Okay?

12 Notice to the apparent successful is  
13 October 26. In your ITP on your form it says the  
14 19th, which is before the price proposal due  
15 date. That's kind of not workable. So that's  
16 going to be fixed in addendum number 1.

17 Protest deadline is November 2nd. As  
18 I said earlier, the way the protest procedure is  
19 set up, if you want to protest the apparent  
20 proposer, you have to do it on a basis of law.  
21 Not "I don't think they're qualified" because  
22 they are. You're all qualified. Not "I think we  
23 can do a better job than them." Maybe. Maybe  
24 not. At the end of this process, what I expect

1 from you, all three teams, is a selection where,  
2 it's not going to make any difference who wins  
3 this thing. We're going to get a good product  
4 out of this. You got to be proud of what you put  
5 out and we're going to be proud to build it and  
6 display it.

7 DBE subcontracts will be due November  
8 5th. That means signed originals to the DBE  
9 group. A word on DBE. The goal for this project  
10 is seven percent. That's the goal for the total  
11 project, seven percent. It is your  
12 responsibility to split that up between  
13 professional services and construction and  
14 material sources. I don't want to see it all  
15 loaded in one place or the other. That's not  
16 really the spirit of the program. The spirit of  
17 the program is to get work for some disadvantaged  
18 businesses, get them large enough so that they  
19 can compete against you. Okay?

20 The award will be no later than  
21 November 20th. Normal 30-day time period. If we  
22 extend everything out to the maximum limits, work  
23 will start on or about February 1st. Now, that  
24 doesn't mean we expect to see you putting up

1 trailers and out there digging things up. That's  
2 really when you literally can start your design  
3 on our ticket, on our dime, and not your own.

4 MR. BRAMBLE: Question.

5 MR. EUSTIS: Yes.

6 MR. BRAMBLE: David Bramble.

7 You're not going to let us start  
8 design work after we're notified we're low or  
9 successful bidder?

10 MR. EUSTIS: You can do that at your  
11 own risk.

12 MR. BRAMBLE: No money that the  
13 department is going put up for preliminary  
14 design, which is the case in some of these design  
15 build things?

16 MR. EUSTIS: No, because once you're  
17 notified you're the successful proposer, you got  
18 a protest procedure to go through. You have to  
19 return documents. Anything you do before you  
20 have an executed contract is on you.

21 MR. BRAMBLE: Okay.

22 MR. EUSTIS: That is actually -- for  
23 the consultants in this room, they probably  
24 experienced this. If we give you notice to

1           proceed before an executed contract, the Feds  
2           will not cover the cost. Right, Dave?

3                       MR. DuPLESSIS: That's true.

4                       MR. EUSTIS: We are not changing the  
5           schedule. You've got plenty of time to do this,  
6           plenty of notification. We need to stick to the  
7           schedule so that if things get bollixed up at the  
8           end, we can adapt. There will be at least one  
9           presentation made, and that's the one the week of  
10          24th. I'm assuming that this project is not so  
11          complex that we are going to need a final  
12          presentation. If I'm wrong about that, we'll  
13          schedule a final presentation, final proposal  
14          presentations. As I said earlier, the goal at  
15          the end of the day is to have all proposals  
16          compliant and all proposers deemed acceptable.

17                      We are probably past this point. I  
18          don't remember seeing anybody in there that's  
19          doing a joint venture. It's all on you. If you  
20          change your mind, we can probably adapt to that.

21                      A proposal bond will be required at  
22          ten percent of the bid proposal, the price  
23          proposal. That comes with the price proposal,  
24          not the technical proposal.

1                   100 percent payment performance bond  
2 will be required. That will come back with your  
3 executed documents. Since this is 100 percent  
4 federally funded, only the federal wage rates  
5 apply. They are in Appendix 102-A. They are the  
6 most current. State wages won't be applied to  
7 this project unless there is some sort of change,  
8 which we don't expect.

9                   Scoring. There are six pass/fail  
10 criteria. Legal, you got to legally be  
11 authorized to do the work. Financial, you have  
12 to be financially stable enough to complete the  
13 job and to bond it. You have to follow the  
14 instructions in the RFP. You have to meet the  
15 DBE goals and submit the DBE subcontract or at  
16 least make that commitment with your technical  
17 proposal. You have to meet a minimum technical  
18 score of 70, and I expect each team to actually  
19 meet a minimum technical score of 80 or above.

20                   Minimum project completion and  
21 schedule requirements. The completion date is in  
22 there. I forget what it is off the top of my  
23 head.

24                   MR. SISSON: March 2011 or something.

1 MR. EUSTIS: Yeah. March 31, 2011,  
2 for being available or open for use.

3 Technical factors are technical  
4 solutions, half your score; key personnel, a  
5 third of your score; and management approach.  
6 There are sample score sheets that the scorers  
7 will be using in Appendix D. They may or may not  
8 be exactly the same in terms of what -- you know,  
9 by the time we get to the end of this thing,  
10 there could be changes to sections that would  
11 influence that. But you'll get the idea. You'll  
12 get the idea.

13 Anybody want to look at those right  
14 now?

15 (No response.)

16 MR. EUSTIS: Okay. Any questions so  
17 far?

18 Well, with that, these ARRA projects  
19 have special recording requirements -- reporting  
20 requirements and recording requirement. I'm  
21 going to ask Jim Hoagland to come up and speak to  
22 you about those now.

23 MR. HOAGLAND: All right. I will do  
24 that now. I don't have a lot of detail for you

1           because the Feds are still trying to determine  
2           how they are going to collect information that  
3           was just added. OMB just came out a couple weeks  
4           ago with new requirements for additional  
5           recording requirements for all the ARRA projects.  
6           Federal Highway is, on their end, they are going  
7           to try and incorporate most of that additional  
8           data from their side. FTA hasn't decided what  
9           they're going to do yet. And we still don't, I  
10          don't believe, have a determination on who we  
11          will report the requirements to, whether it's  
12          Federal Highway or FTA. I expect it will end up  
13          being Federal Highway, but we'll see.

14                         In a meantime, to get an idea of what  
15          you are looking at reporting-wise, there's two  
16          websites you should look at. One is ours,  
17          deldot.gov. And there's a page on there, /arra,  
18          that you can look at our normal federal highway  
19          requirements as of today. And to look at the OMB  
20          additional information, you can go to -- easiest  
21          spot is fta.dot.gov, and right at the top of  
22          their main home page, there's a spot to click for  
23          Recovery Act information. And they'll have a  
24          whole bunch of information there.

1                   Primarily the idea is to trace all  
2                   these funds to wherever they go out into the  
3                   communities. Now, there's dollar limits for  
4                   suppliers, whether they're included or not. Your  
5                   subs will definitely be included. They want to  
6                   know generally how many hours they're working,  
7                   what the names of the firms are, the addresses of  
8                   the firms, the DUNS numbers.

9                   I'm not sure on this one, John, if  
10                  you have to be registered. Depends on whether  
11                  it's Federal Highway or Federal Transit if you  
12                  have to be a registered government contractor.  
13                  If that's the case, we'll need to notify them of  
14                  that. But I don't expect that, again, with the  
15                  Federal Highway.

16                  So that's about all the determining  
17                  information we have at this time. So we'll get  
18                  you more out as it becomes more definitive.

19                  Any questions on the reporting?

20                  Federal Highway requires reporting.  
21                  It will be monthly. FTA doesn't require monthly,  
22                  but I'll probably recommend we do monthly if we  
23                  do have to follow FTA requirements. So we're not  
24                  waiting to the end of the quarter with a few days

1 left trying to gather all that data.

2 That's it.

3 MR. EUSTIS: Okay. A couple of the  
4 links that Jim spoke about are on the CD in  
5 Section DB 102, I believe. I could look for it  
6 if you want me to.

7 Any questions on that so far?

8 I'm going to let John talk for a  
9 minute because he wants to.

10 MR. SISSON: Do you want P.J. to talk  
11 about the audit requirements first?

12 MR. EUSTIS: P.J.

13 MR. HENRY: I can briefly go over  
14 what we are going to be requiring during the  
15 project.

16 MR. EUSTIS: Why don't you stand up,  
17 come up here so they can see you.

18 MR. HENRY: With the ARRA projects,  
19 the audit group here at DelDOT has several  
20 requirements that we will have to be looking at  
21 while the project is going, the first one being  
22 any of the materials that you use in the building  
23 process are going to have to be Buy American, and  
24 they have to be documented with our materials

1 section. And we'll be reviewing those items.

2 The second item is, as far as  
3 employment, any subcontractors that you use, any  
4 third party contractors that you use, you have to  
5 make sure that the people that are working on the  
6 project are documented and legal to work within  
7 the United States. They briefly mentioned with  
8 the DBE requirements some of the forms that are  
9 required to be submitted for that. We will also  
10 be looking as far as to make sure that all your  
11 payments to your subcontractors are being made  
12 within the prompt payment guidelines.

13 And really that's about it from our  
14 standpoint as of right now. As you guys get  
15 further into the process, the firm that's  
16 selected will obviously be attending more  
17 meetings, keeping updated on those requirements.

18 MR. EUSTIS: I thought I had a link  
19 to the federal site. But it's to the DelDOT  
20 site, which I believe has further links. This is  
21 the DelDOT site with reporting requirements and  
22 there's Jim Hoagland's name. You can contact him  
23 with questions.

24 UNIDENTIFIED SPEAKER: We don't

1 contact you?

2 MR. SISSON: They have to contact  
3 you.

4 MR. EUSTIS: Yeah. That's fine.

5 This has a little bit of a rundown of  
6 what's in there. As you saw, there's a couple of  
7 other links in here about Buy American.

8 The other thing that I think might be  
9 worthwhile pointing out is, on the proposal  
10 forms, the Buy American certification is  
11 different from what you normally get to see.  
12 This has actually two certifications. You're  
13 going to comply or you're not going to comply and  
14 why. One of those has to be turned in with your  
15 technical proposal.

16 MR. SISSON: This is the same part of  
17 the presentation I had up at the informational  
18 meeting. I'm not going to read it again or go  
19 through it again. You'll see the documents that  
20 John gave you. We have performance specs that  
21 address some of the key areas as part of the  
22 project. They are outlined in there what we  
23 expect out of the canopy, the bus loop being  
24 concrete, some of the different things there.

1 You'll read them, go through that.

2 We also reference DelDOT special  
3 provisions. It's not a requirement to use them,  
4 but if you are going to use a product that's  
5 covered by the special provisions, we expect you  
6 to use DelDOT special provisions to design it and  
7 build it.

8 I don't really have any more to go  
9 over about it. It's up to you guys to design it.  
10 I'll open it up to questions. As you've gone  
11 through this since the informational meeting, do  
12 you have any questions about what we're looking  
13 for?

14 QA, QC, as you design the project,  
15 we'll do our standard submissions internally to  
16 the Department. So it's 30, 60, and final.  
17 You'll submit your plans. We'll review them  
18 internally as we typically do. That should be  
19 part of your schedule. It's outlined in there  
20 for the 30-day review time. So all our different  
21 sections will be reviewing it as we normally do a  
22 project. During construction we will have an  
23 inspector out there. P.J. talked about product  
24 material certification for Buy American. We'll

1 be checking some of that stuff. We won't be out  
2 there measuring units for payment, but we'll be  
3 measuring or making sure that what you design is  
4 being constructed as you designed it as our own  
5 quality control check.

6 So are there any questions on that?

7 MR. EUSTIS: The other thing that  
8 you're going to have to submit are whatever  
9 specifications for items and materials that you  
10 choose to use. So under the performance specs,  
11 there are things -- for instance, the concrete  
12 paving performance spec. We gave you some  
13 limits, upper and lower limits, for those things.  
14 You have to submit the mix design for the  
15 pavements, and they have to be approved. So...

16 MR. SISSON: Obviously, if there's  
17 items outside of our normal standard  
18 specifications, whether it's canopies or anything  
19 else, we'll review that during the design  
20 process.

21 Are there any questions? Yes.

22 MR. DuPLESSIS: David DuPlessis with  
23 JMT.

24 I have a number of questions, but you

1 would prefer, I assume, us to write them and put  
2 them on the form and send them in versus asking  
3 them now?

4 MR. EUSTIS: Are they things we can  
5 address now?

6 MR. DuPLESSIS: I think they are  
7 probably going to require you to go back and talk  
8 to other people.

9 MR. EUSTIS: Okay. I mean, you can  
10 ask them now because they do get put in writing.

11 MR. DuPLESSIS: All right. Well, the  
12 first question I have is regarding the expansion  
13 of the building. The concept plan talks about a  
14 future expansion. Is there a size that you're  
15 looking for for future expansion?

16 MR. SISSON: Right now we are looking  
17 just for a 30,000-square-foot building. At this  
18 time there's no expansion plan beyond that.

19 MR. DuPLESSIS: So there's no future  
20 expansion?

21 MR. SISSON: We are sizing 30,000  
22 square feet.

23 MR. DuPLESSIS: Will the DelDOT  
24 subdivision section be reviewing the access

1 design?

2 MR. SISSON: Yes.

3 MR. DuPLESSIS: If additional  
4 right-of-way is required, DelDOT will be  
5 responsible for getting it, acquiring additional  
6 right-of-way for the project?

7 MR. EUSTIS: Yes. There was a form  
8 in the ITP that you can fill out if you need  
9 additional right-of-way.

10 MR. DuPLESSIS: I think this was  
11 talked about earlier, but is there going to be a  
12 requirement for LEED certification for the site  
13 or for the future building?

14 MR. SISSON: It is not a requirement  
15 for the certification. We do want LEED  
16 principles. We do want energy efficiencies and  
17 conservation measures put in there, and those  
18 will be items that you're scored upon and  
19 reviewed in your proposal.

20 MR. DuPLESSIS: I think any other  
21 questions I'll just submit in writing.

22 MR. EUSTIS: Okay.

23 MR. JUDEFIND: Harold Judefind,  
24 Moeckel Carbonell.

1                   My question deals with  
2                   confidentiality, and I think there may be a need  
3                   to talk to maybe some state agencies and/or the  
4                   City of Dover during the planning of the project,  
5                   and in particular the NRAC and City of Dover,  
6                   building inspector, planning. Is that  
7                   permissible?

8                   MR. EUSTIS: I think the way it's  
9                   written right now, no. That would be something  
10                  we would have to look at and evaluate, and it may  
11                  be, if it's an absolute necessity, it would make  
12                  more sense for perhaps myself to be involved with  
13                  you in order to make that point to those folks.  
14                  But right now, you're somewhat precluded on the  
15                  rules of contact from doing that.

16                  Did we talk about zoning?

17                  MR. SISSON: Talk about zoning a  
18                  little bit. The parcel consists of the original  
19                  George and Lynch site parcel and then several  
20                  houses. The property is going to be combined  
21                  into one property and the City is looking to  
22                  change the zoning on that property to -- I can't  
23                  remember the term.

24                  MR. EUSTIS: OL or something like

1           that.

2                       MR. SISSON: That is in the works,  
3           and we are working with the City on that already.  
4           So hopefully that might clarify one of your  
5           questions or concerns.

6                       MR. JUDEFIND: Okay. Yeah.

7                       MR. SISSON: So we're already in the  
8           background and working on setting up the zoning  
9           to best suit the site. I think that's taken care  
10          of.

11                      As far as, you know, any other -- as  
12          John said, it's probably best to go through us to  
13          talk to some of these other state regulatory  
14          agencies. But hopefully they're not saying  
15          anything outside their normal, you know, "this is  
16          standard regulations what you're doing." I know  
17          there's language in there about talking to the  
18          fire marshal about the canopy and what will be  
19          required, whether it's eventually tied to the  
20          building. Does it need to be sprinklered? Is  
21          that thing considered one building and then the  
22          square footage then carry over to, you know,  
23          that? So hopefully -- again, those things need  
24          to be worked out, and they're particular to each

1 of your designs. So it's hard to get a uniform  
2 answer to that.

3 MR. JUDEFIND: Thank you.

4 MR. EUSTIS: That was a long way of  
5 saying "I don't know."

6 Dave.

7 MR. DuPLESSIS: Dave DuPlessis.

8 I didn't follow the status of the  
9 zoning. You said you're working on the zoning  
10 for the --

11 MR. SISSON: We anticipate that it  
12 will be rezoned by the time you guys start  
13 designing and before going into construction. So  
14 it will be -- IC?

15 MR. EUSTIS: IC, industrial,  
16 commercial.

17 MR. DuPLESSIS: Okay.

18 MR. SISSON: We'll put that out  
19 officially what the exact -- I don't want to  
20 state it here. But our real estate section has  
21 been working with the City on that, and it is in  
22 the works.

23 MR. EUSTIS: Actually it was at the  
24 City's suggestion, as a matter of fact.

1 MR. BRAMBLE: David Bramble.

2 Did I understand you to say that  
3 you're in the process of acquiring the parcels  
4 that you don't own now, that we're not going to  
5 be involved in that because, originally when you  
6 talked about it, I thought we were going to have  
7 to be involved in that?

8 MR. EUSTIS: Only insofar as  
9 demolition of the structures that remain, which  
10 is another point. Under Title 16, I think it is,  
11 the Department is required to abate any hazardous  
12 materials before demolition and we'll do that  
13 part. Your part will be putting it in a dumpster  
14 and hauling it away.

15 MR. RATHFON: Scott Rathfon, Century  
16 Engineering.

17 Is there a time frame for the  
18 purchase of the two remaining parcels?

19 MR. EUSTIS: They're, I think,  
20 offers -- offers have gone out on one.  
21 Appraisals are done are both. And relocation on  
22 one of the ones that's still occupied is in  
23 process. It's really not going to be an issue.

24 MR. RATHFON: Okay.

1           MR. EUSTIS: The right-of-way  
2           certification or statement -- it's not a  
3           certification because you can't certify a  
4           stipulated statement. But it's got a pretty  
5           broad list of stipulations in it. That's part of  
6           your documentation there.

7           Anything else? Yes.

8           MR. LAVERTY: Michael Laverty, David  
9           A. Bramble.

10           I want to go back to your statement  
11           about the technical proposal. I have a question.  
12           You're scoring basically on technical solutions,  
13           which is 50 percent, your key personnel, 30  
14           percent, and management approach, 20 percent.  
15           The last two items were pretty much submitted in  
16           our statement of qualifications. What is the  
17           difference going to be between that and --

18           MR. EUSTIS: There's going to be a  
19           lot more detail when you get to the technical  
20           proposal. You'll notice, when you look at this,  
21           some of the forms have gone into more detail.  
22           You're required to name your subcontractors if  
23           they are doing more than five percent of your  
24           work at the technical proposal stage. You're

1 going to have to address site safety. You're  
2 going to have to address QC plan, those kinds of  
3 things.

4 And your management approach. I  
5 mean, you know, it's not -- it's going to have to  
6 be more detailed. What we saw was enough to say,  
7 "We think we've got a team here that can do this  
8 job." Now you got to fill in more of the  
9 details.

10 Okay? Anything else?

11 Because I have one more piece of  
12 business to be done, and that is the dates of the  
13 concept presentations. So, Rick, Ralph, and  
14 Mike, you want to come up, and I'll just leave  
15 these on the table. There's nothing identifying  
16 anything on the envelopes themselves. You guys  
17 can decide how you want to grab them. And then I  
18 need to see them so I can write down who's doing  
19 what and when.

20 (Discussion off the record.)

21 MR. EUSTIS: That's all the business  
22 I have.

23 So as you go through these documents,  
24 there are certainly going to be questions that

1           come to your mind, comments. Fact of the matter  
2           is I'm open to improvements, and if you let me  
3           know about those things, I'll be happy to address  
4           them.

5                         So, with that, thank you very much.  
6           Thank you, folks. I really appreciate you being  
7           here.

8                         (Which was all the proceedings had at  
9           the preproposal meeting on the date aforesaid.)

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1 State of Delaware )  
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2 County of New Castle )

3  
4 C E R T I F I C A T E  
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6  
7 I, Ann M. Calligan, Registered Merit  
8 Reporter and Notary Public, do hereby certify  
9 that the foregoing record, pages 1 to 35,  
inclusive, is a true and accurate transcript of  
my stenographic notes taken on July 22, 2009, in  
the above-captioned matter.

10 IN WITNESS WHEREOF, I have hereunto set my  
11 hand and seal this 28th day of July, 2009, at  
Wilmington.



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Ann M. Calligan, RMR

**Contract 25-020-01, FAP No. ERRA-2009(31), Dover Transit Center  
Pre-Proposal Meeting - July 22, 2009, 10:30 AM  
Attendees**

Name	Organization	Address	Phone Number	e-mail
John Eustis	DelDOT		302 760-2026 382-2470	John.Eustis@ state.de.us
JOHN SISSON	DelDOT		302 760-3501	John.Sisson @STATE.DE.US
DENNIS DINGER	GOL		302 420 1142	DDINGER@ GEOLYN.COM
DAVID McGUIGAN	GL		302-342-3131	dmcguigan @geolyn.com
Scott Rathfon	Century Eng		302-734-9188	srathfon@ centuryeng.com
CHRIS BAKER	GL		363-11644	cbaker@ geolyn.com
RICK STOOPS	GL		363-1454	rstoops@ geolyn.com
MIKE LAVOY	DAB, Inc		410-778 3023	MIKE @ DAVIDA BRAMBLE INC .COM
JAY SILCOX	DAB, Inc		410-778 -3023	JAY @DAVIDA BRAMBLEINC.COM
Harold Judofind	Maackel/Carborell		302-571084	hjudofind@ architectsdc.com

**Contract 25-020-01, FAP No. ERRA-2009(31), Dover Transit Center  
Pre-Proposal Meeting - July 22, 2009, 10:30 AM  
Attendees**

Name	Organization	Address	Phone Number	e-mail
Jason Sunde	Brightfields		302 656-9600 302 420 2373 cell	jsunde@brightfieldsinc.com
NANCY BERGERON	RKK		800-787-3755	NBERGERON@RKK.COM
PAUL GUGGENBERGER	MCA		302 478 3942	PGUGGENBERGER@ARCHITECTSIDE.COM
DAVID DUPLESSIS	JMT		302-266-9600	dduplessis@jmt.com
GARTH DONAHUE	JMT		302-266-9600	GDONAHUE@JMT.COM
Bobby Miller	JMT		410-316-2451	bmiller@jmt.com
Jim HARGLAND	DELDOT			
RALPH FARABALLI	REP		609-743-7096	R.FARABALLI@REPIERCYON.COM
DAVE BALLERAK	REP			
ARLEN BARDO	BMA		302-784-7950	ebardol@

**Contract 25-020-01, FAP No. ERRA-2009(31), Dover Transit Center  
 Pre-Proposal Meeting - July 22, 2009, 10:30 AM  
 Attendees**

Name	Organization	Address	Phone Number	e-mail
MARK DEVORE	OMB/DFM		739-5644	mark.devore@state.de.us
GARY LAINE	Del DOT			



**FORM RCF**

**SCOPE OF SERVICES PACKAGE RESPONSE COMMENT FORM**

Q No.	Part Number	Section Number	Comment(s)	Reserved for Response
Q – 1			Can we submit alternates for materials during the procurement process? For example, we would submit the pricing for a standard DelDOT item and pricing for an alternate that could be substituted if approved by DelDOT.	Any alternates should be submitted for review and approved prior to submission of price proposals. Submittal should use Form CF as a cover designated as “Technical Concept” questions.
Q – 2	Part 1	2.4.A	Security cameras are required. Who will be monitoring the camera? Is this to tie into a central site?	The cameras are not regularly monitored. The video is to be electronically recorded on DVR’s located at on the site. A data/internet line will need to be supplied to transmit the signal back to DART’s offices.
Q – 3			Are the utility services to the future building required to be installed with the initial construction?	Yes, utilities are to be relocated and stubbed for the future building such that future connections during the construction of the building do not disturb the operations of bus loop and Transit Center.
Q – 4			If there are any impacts to the signal at Queen St. and Water Street, will DelDOT be responsible for the signal design and relocation?	The design-build team will be responsible for any signal design and relocation. All signal design must be submitted to the Department for review and approval.
Q – 5	Scope of Services Package ITP	Page 3 of 28	Signage –Will DelDOT sign shop provide all regulatory and pathfinder signs?	The sign shop will only provide regulatory signs. Sleeves at regulatory sign locations shall be provided by the Design-Builder according to Department requirements.

**FORM RCF**

**SCOPE OF SERVICES PACKAGE RESPONSE COMMENT FORM**

Q No.	Part Number	Section Number	Comment(s)	Reserved for Response
Q – 6	Scope of Services Package ITP	Page 2 of 28	The document states that oil, grease, etc....from the buses shall be treated. Typically, oil/water separators are installed at areas where there is maintenance or cleaning activities that would concentrate oil. Is this required for every discharge point from the bus loop?	The Design-Builder shall determine the best method to treat run-off from the bus loop.
Q – 7	Phase II Environmental Site Assessment	Page 5-Recommendations	Please clarify the requirement on removing soil from the site per the Phase II Environmental Site Assessment. 1. All soil excavated at depths greater (?) than 5 feet shall be reused on the site. 2. Any (?)soil removed from the site would need to sent to a licensed disposal facility.	DNREC will make the final determination as to whether contaminated soils can be reused on site. Contaminated soils if removed from the site shall be disposed of by the Design-Builder at a licensed and approved disposal facility.
Q – 8			If there are utility relocations required, how is the Proposer to coordinate with the utility company? Is the Proposer permitted to make contact with the utility owner to coordinate design and cost? How will confidentiality be maintained?	Coordinate with John Eustis so that he can attend any coordination meetings with the Design-Builder.
Q – 9			At the Pre-proposal meeting, a discussion took place concerning zoning of the project site. What is the status of the zoning process.	At this point, the Department will produce a master plan of the site that will unify all of the parcels into one large parcel. Once the parcels are combined into a single parcel and submitted by the Department, the City will change the project site zoning to IO (Institutional and Office).

- Plans should indicate all work to be included in Phase 1 to support the future building, including but not limited to building pad preparation and utility relocations.

F) Demolition

- The Proposer is responsible for the demolition of a radio tower, three existing houses and associated structures and equipment. Prior to turning the houses over to the Proposer, DelDOT will remove all known asbestos from the building. DelDOT will share with the Proposer a copy of the building assessment and abatement report. The Proposer shall be responsible for immediately notifying DelDOT if at any time during demolition they encounter a material they believe may be hazardous.

G) Other

- The design shall incorporate fencing and cameras to provide security.
- Signage shall be included in the design. This shall include regulatory, pathfinders, informational and real time informational displays. Signing and Pavement Markings must all conform to the standards in the Manual on Uniform Traffic Control Devices - Federal and Delaware editions. Structural sign supports must comply with AASHTO and Delaware standards.
- Bike and pedestrian paths between the transit center and surrounding areas need to be continued, in particular the development at Eden Hill and the capital complex. The transit center shall include bicycle racks and lockers.
- Landscaping at the complex shall be low maintenance and incorporate native Delaware plants.
- Roadway lighting design must conform to AASHTO Roadway Lighting Design Guide, 2005. Site Lighting shall be designed so that it can be reduced during non-operating hours.
- The transit center shall be design to create a sense of place and fit into the surrounding community.
- Potential energy efficiencies or green energy technologies that could be used on the site or in the future building shall be described, including the initial construction cost impact and pay back analysis.
- The Proposer shall maintain as-built drawings. DelDOT shall have access to review these drawings during regularly scheduled progress meetings. Following construction, the Proposer shall electronically update construction plans to reflect as-built conditions and submit to the DelDOT. The Proposer shall also maintain as-built drawings of any renovation or changes in site conditions and shall supply DelDOT copies thereof.

The Proposer shall describe in detail how the future building can be constructed without disrupting the transit operations. Any future disruptions shall be specifically indicated.

In the preparation of the Proposals, Proposers should address and/or consider the Project goals identified in Instructions to Proposers (ITP) Section [1.1](#).

See also Part 1 - Appendix A of the Contract Documents, Agreement.

[Appendix E](#) contains a complete list of Abbreviations and Definitions of specific terms referenced throughout this Request For Proposal (RFP).

## 1.1 PROJECT GOALS

The following are the Delaware Department of Transportation's goals for the Project:

- A) Intent to issue the Notice to Proceed for the Contract on or about January 13, 2010;
- B) Completion of a fully operational Project available no later than January 30, 2011;
- C) Integrate transit and land use planning;

- D) Increase transportation options and coverage to Dover and Kent County
- E) Future centralization of transportation opportunities with a facility that supports DART, local taxi service and private interstate motor coach operations;
- F) Manage growth and development in the historic and government districts of Dover;
- G) Design a facility that supports future expansion with a maintainable, energy efficient long-lasting, passenger friendly, comfortable facility that encourages greater use of public transportation and possible commercial use development;
- H) Design and construction that provides high-quality pedestrian and cycling facilities in and around the transit hub;
- I) Design and construction of a Project of the highest quality that is both durable and aesthetic;
- J) Construction that is safe;
- K) A Project that is sensitive to the environment creates a sense of place and fits with the adjacent community;
- L) A Project that allows the Department to evaluate the Design-Build (DB) project delivery method;
- M) Compliance with all contract clauses required by the Federal Transit Administration and the Federal Highway Administration, including Buy America provisions and certifications; and
- N) A Project delivered *within or under* the Department's budget.

## 1.2 THE PROPOSAL

### 1.2.1 Documents in the Scope of Services Package

The documents issued as part of this Scope of Services Package consist of the following:

- A) Instructions to Proposers;
- B) Contract Documents Parts 1 through 8, inclusive;
- C) Reference Documents; and
- D) Additional documents issued by Addenda to this Scope of Services Package.

### 1.2.2 Technical Proposal

The Technical Proposal, consisting of the Technical Proposal and the Supplemental Selection Information requested in [Appendix A](#) to this ITP, shall be submitted as specified therein.

### 1.2.3 Lump Sum Price Proposal

The Lump Sum Price Proposal and any Supplemental Pricing Information requested in [Appendix B](#) to this ITP shall be submitted as specified therein.

### 1.2.4 Inclusion in Contract

Only that portion of the Technical Proposal information identified in Section A1.0 of [Appendix A](#) to this ITP and the Lump Sum Price Proposal and Supplemental Pricing Information identified in [Appendix B](#) to this ITP submitted by the successful Proposer will be included with and bound into the Contract as **Part & Z** - Proposal Information at execution. The Executive Summary, Summary Statement, and information submitted in Appendix A of the Technical Proposal, as specified in [Appendix A](#) to this ITP, are for evaluation purposes only

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## **A1.0 GENERAL INSTRUCTIONS**

This Appendix A to the Instructions to Proposers (ITP) describes the specific instructions for preparing the Technical Proposals.

The Proposer shall submit the information required by this Appendix A in the organization and format specified herein.

Proposals shall be submitted in separate volumes (see Table A - Outline for Submittal of the Technical Proposal) containing the following information:

- A) Executive Summary and Summary Statement;
- B) Legal (Volume 1);
- C) Financial (Appendix A to Proposal);
- D) Technical Solutions (Volume 2);
- E) Key Personnel and Experience (Volume 3);
- F) Management Approach (Volume 4); and
- G) Appended Information.

All Proposal Information submitted in Volumes 1 through 4 will be used for evaluating the Proposals and determining the successful Proposer and will be incorporated into the Contract as **Part & Z** - Proposal Information. The Supplemental Selection Information (Executive Summary, Summary Statement, and information in Appendix A to the Technical Proposal) will be used for evaluating the Proposals and determining the successful Proposer but will not be incorporated into the Contract.

All forms named herein are found in Appendix C unless otherwise noted.

Text shall be in English in a standard font, a minimum of 11 points in height, single-spaced. Pages shall be 8½ inch x 11 inch white paper, with simple lettered/numbered dividers for each section/subsection. Single-sided pages shall be used except for pre-printed information, such as corporate brochures.

Drawings or sketches shall be submitted on 11 inch x 17 inch and/or 8 ½ inch x 11 inch white paper.

Proposed Baseline Schedule plot shall be on 11 inch x 17 inch paper folded and bound into the copies.

The Proposer shall number each page in each volume consecutively (i.e., 1-1, 1-2; 2-1, 2-2). The Proposer shall include page numbers centered at the bottom of each page.

Proposers should present information clearly and concisely. Documentation that is illegible may be rejected and may lead to disqualification.

The information shall be easily reproducible by normal black and white photocopying machines. Color photographs, renderings, and brochures shall be adequately bound and suitably protected for handling and circulation during review.

Volumes 2 through 4 are limited to a combined total of 100 pages, exclusive of tabs and divider pages, cover letters, calculations, specifications, schedule plots, and drawings or sketches. The Quality Plan and Safety Plan are also excluded from the page count.

## **A2.0 EXECUTIVE SUMMARY AND SUMMARY STATEMENT**

### **A2.1 EXECUTIVE SUMMARY**

The Proposer shall submit an Executive Summary and a Summary Statement with the Technical Proposal in a binder or folder separate from the Proposal volumes and appendices. The Executive Summary shall

contain sufficient information to familiarize reviewers with the Proposer's Project approach and its ability to satisfy the legal requirements of the Contract. The Proposer shall limit the Executive Summary to no more than ten pages inclusive of text, selected photographs, and/or sketches. The Proposer shall distinguish those items which, in the opinion of the Proposer, represent significant value to the Department and which may distinguish its Proposal from those of others.

At a minimum, the Executive Summary shall summarize the following:

- A) Legal: A summary of the legal structure of the Proposer, any agreements among the Proposer team members, and the legal commitments to the Department;
- B) Financial: A summary of Proposer's financial strength and structure for undertaking and completing the Work;
- C) Technical Solutions: A summary of the design concepts and technical challenges to be addressed in connection with the Work. The Proposer shall specifically address:
  - 1) Structure type, size, and location for the building;
  - 2) Geotechnical;
  - 3) Site Circulation concepts;
  - 4) Roadway design and construction concepts;
  - 5) ***Stormwater management approach;***
  - 6) Summary design and construction schedule;
  - 7) Summary of land use permitting procedures and approach;
  - 8) Public Outreach; and
  - 9) Aesthetic features.
- D) Management Approach: A summary of the management approach and concepts to be used in connection with the Work. The Proposer shall specifically address:
  - 1) Proposer's commitment to quality;
  - 2) Proposed management systems to ensure successful and satisfactory completion and integration of the design and construction Work;
  - 3) Roles and responsibilities of all Principal Participants and other key firms; and
  - 4) The Proposer's Safety Plan.

The Proposer shall not include any information suggesting the Lump Sum Contract Price in the Executive Summary.

The Executive Summary shall be suitable for presentation to and review by the Secretary. The Executive Summary may be released to the media after selection, hence sensitive or confidential information should not be discussed in the Executive Summary.

## **A2.2 SUMMARY STATEMENT**

The Proposer shall prepare a Summary Statement outlining the specific areas where the Proposer has shown enhanced quality in long-term performance, durability, and maintainability through the information submitted with its Proposal. The Proposer shall indicate in its statement the specific section of the Technical Proposal where the information is shown.

The Proposer shall not include any information suggesting the Lump Sum Contract Price in the summary statement.

## **A3.0 LEGAL AND FINANCIAL INFORMATION**

### **A3.1 OBJECTIVES**

The objective of the Legal pass/fail evaluation factor is to identify legally constituted Proposers able to submit Proposals, enter into the Contract, and complete the Work and that have obtained all required licenses.

Price. Consideration will be given to a Proposer's ability to commit and mobilize Key Personnel, Equipment, and Materials in order to perform the Work required according to the proposed schedule.

#### **A4.2 TECHNICAL SOLUTIONS INFORMATION FOR VOLUME 2 OF THE PROPOSAL**

In the Proposal provided in response to each of Sections A4.2.1 through A4.2.4, the Proposer shall indicate and describe features of the proposed design, construction methods, and/or Material offered by the Proposer that will accomplish the following:

- A) Improve the long term performance of Project elements, particularly the canopy structure;
- B) Enhance the inspectability and maintainability of the Project;
- C) Minimize maintenance costs;
- D) Minimize operational costs;
- E) Maximize energy efficiency; and
- F) Minimize interruptions in service or traffic for maintenance.

##### **A4.2.1 Future Building Location**

The Proposer shall prepare and submit detailed summary information regarding the proposed location for the future building. The information provided shall in general outline how the proposed building structure design and components meets or exceeds the needs of the Department. Key elements that should be discussed or detailed include the following:

- A) A basic layout and scheme for the future building structure. At a minimum, this should include the type, size, and location information (pass/fail);
- B) The building support system to be used. This should include specific information regarding the hardware and how it will be incorporated into the design and construction. Any benefits of the system should be discussed. Specific attention should be given to support installation, inspection, and maintenance;
- C) The construction sequence proposed for the entire building structure;
- D) The potential energy efficiencies that could be incorporated into the structural design; and
- E) The building structure aesthetics considerations. Any specific aesthetic features proposed will be presented. A discussion should be provided that describes the overall aesthetics of the structure and validates the aesthetic theme chosen.

##### **A4.2.2 Roadway Geometrics (Bus Loop and Parking Areas) and Stormwater Management**

The Proposer shall prepare and submit the design information meeting the requirements of the Department's Road Design Manual. This information shall include specific roadway geometrics proposed and a narrative discussing transitions, tie-ins, and staging issues between the building and roadway construction.

**The Proposer shall prepare and submitted the design approach for stormwater management meeting the requirements of the DNREC and the Department.**

##### **A4.2.3 Proposed Baseline Progress Schedule**

The term "Proposed Baseline Progress Schedule" as used herein means the time-scaled, critical path network depicting Project Sections, Project Components and subordinate activities and their respective durations, and sequences and inter-relationships that represent the Proposer's Work plan for designing, constructing, and completing the Project.

The Proposer shall not show or submit any actual pricing information with the Proposed Baseline Progress Schedule that would be indicative of the Lump Sum Price included in the Price Proposal (Appendix B) (pass/fail). A price-loaded schedule will be required as part of the Price Proposal and should be based on percentages of the Lump Sum Price included in the Price Proposal. Percentage values are to be expressed with two decimal place accuracy (e.g., 3.02%).

The Proposer shall submit the following information pertaining to the Proposed Baseline Progress Schedule:

- A) A Proposed Baseline Progress Schedule for the Project meeting the following requirements:
  - 1) The Proposed Baseline Progress Schedule shall be in color hardcopy format and Primavera P3e Version 3.1 or later compatible electronic format on disk;
  - 2) The Proposed Baseline Progress Schedule shall be consistent with the Department's Project Sections and preferred Project Components listed on Form PCD (see Appendix C). Except where a Value is shown as a mandatory Value, the Proposer may adjust this list to more accurately reflect planned sequences and methods; however, the level of detail shall be similar to that reflected in the list of preferred Values. Mobilization shall not be shown as a Value. Mobilization shall be shown as an activity under Project Component 1;
  - 3) All Project Components shall be assigned to the Project as described in Part 2 - DB Sections 109-1 and 109-2 and shown on Form PCD;
  - 4) The Proposed Baseline Progress Schedule shall be price-loaded (percentage values only) and reflect the Work included in the Lump Sum Price Proposal;
  - 5) The Proposed Baseline Progress Schedule shall show the proposed date for opening to traffic;
  - 6) The Proposed Baseline Progress Schedule shall show the Substantial Completion Date not later than that shown in ITP, Section 1.7.1 (pass/fail); and
  - 7) The Proposed Baseline Schedule shall show the Final Acceptance Date not later than three months from Substantial Completion.
- B) A "stand-alone" narrative of sufficient detail to explain the basis of the Proposed Baseline Progress Schedule. The "stand-alone" narrative shall describe activities and how the activities interrelate and how activity durations were determined. The Proposer shall include and discuss the following at a minimum:
  - 1) Basis for and assumptions used in preparing the Proposed Baseline Progress Schedule;
  - 2) Anticipated order and delivery dates of Material and equipment, especially long-lead time items;
  - 3) Restraints, risks, and limitations;
  - 4) Critical path activities;
  - 5) Holidays and other non-work days;
  - 6) Potential problem areas; and
  - 7) Coordination required;
- C) A plan for mobilizing Key Personnel, equipment, Material, and supplies. The mobilization plan must be consistent with the Proposed Baseline Progress Schedule;
- D) A summary of major risks to the Proposed Baseline Progress Schedule with explanation of planned contingencies and an approach to managing these risks should they arise;
- E) A brief narrative description of the proposed Project controls approach, including the following:
  - 1) A description of the Proposer's system for preparing and updating the Baseline Progress Schedule; and
  - 2) A description of the proposed plan to integrate design and subcontract activities into its scheduling and reporting system; and
- F) A completed Schedule of Values, Form SOV (Appendix C) depicting proposed percentage values of the Lump Sum Price Proposal.

#### **A4.2.4 Public Outreach**

The Proposer shall prepare and submit a Public Outreach Plan in accordance with the Public Outreach Performance Specification (see Appendix A to Part 3 - Design Requirements and Performance Specifications).

The Proposal should clearly identify any proposed public involvement and should discuss any anticipated pedestrian, traffic, or other public impacts.

<b>TABLE A OUTLINE FOR SUBMITTAL OF THE TECHNICAL PROPOSAL</b>		
<b>Proposal Volume/Section Number</b>	<b>Volume/Section Title and Required Information</b>	<b>Reference</b>
	EXECUTIVE SUMMARY AND SUMMARY STATEMENT	A2.1 and A2.2
<b>VOLUME 1</b>	<b>LEGAL INFORMATION</b>	A3.2
Section 1	<ul style="list-style-type: none"> <li>· Proposal Certification;</li> <li>· Form NS, Named Subcontractors and Suppliers; and</li> <li>· Licensing information.</li> </ul>	A3.3.2
<b>VOLUME 2</b>	<b>TECHNICAL SOLUTIONS INFORMATION</b>	A4.0
Section 1	<b>FUTURE BUILDING LOCATION</b> <ul style="list-style-type: none"> <li>· Basic layout and scheme;</li> <li>· Construction sequence; and</li> <li>· Aesthetics.</li> </ul>	A4.2.1
Section 2	<b>ROADWAY <u>and Stormwater Management</u></b> <ul style="list-style-type: none"> <li>· Roadway geometrics;</li> <li>· <b><u>Stormwater Management Approach;</u></b> and</li> <li>· Specified narrative.</li> </ul>	A4.2.2
Section 3	<b>PROPOSED BASELINE PROGRESS SCHEDULE</b> <ul style="list-style-type: none"> <li>· Proposed Baseline Progress Schedule in hardcopy and electronic format;</li> <li>· Specified narrative;</li> <li>· Plan for mobilizing Key Personnel, equipment, Material and supplies;</li> <li>· Summary of major risks and risk management plan;</li> <li>· Project controls approach;</li> <li>· Form 107A;</li> <li>· Form SP, Schedule of Prices.</li> <li>· Form SOV, Schedule of Values.</li> </ul>	A4.2.3
Section 4	<b>PUBLIC OUTREACH</b> Public Outreach Plan; and Specified narrative.	A4.2.4
<b>VOLUME 3</b>	<b>KEY PERSONNEL AND EXPERIENCE INFORMATION</b>	A5.0
Section 1	<ul style="list-style-type: none"> <li>· Form KP, Key Personnel</li> </ul>	A5.2
<b>VOLUME 4</b>	<b>MANAGEMENT APPROACH INFORMATION</b>	A6.0
Section 1	<b>PROJECT CONTROLS</b> <ul style="list-style-type: none"> <li>· Project Component Descriptions; and</li> <li>· Form PCD, Project Component Description.</li> </ul>	A6.2.1
Section 2	<b>ORGANIZATION</b>	A6.2.2
Section 2.1	<ul style="list-style-type: none"> <li>· Form C, Single Point of Contact</li> </ul>	A6.2.2.1
Section 2.2	<ul style="list-style-type: none"> <li>· Form CR, Commitment of Resources</li> </ul>	A6.2.2.2
Section 2.3	<ul style="list-style-type: none"> <li>· Key Personnel organization chart;</li> <li>· An organization chart detailing the roles and responsibilities of the</li> </ul>	A6.2.2.3

<b>TABLE A OUTLINE FOR SUBMITTAL OF THE TECHNICAL PROPOSAL</b>		
<b>Proposal Volume/Section Number</b>	<b>Volume/Section Title and Required Information</b>	<b>Reference</b>
	Principal Participants and named Subcontractors; · Organization chart showing proposed design organization; · Organization chart(s) showing proposed construction organization; · Organization chart showing the planned QC organizations (design and construction), including names of independent sampling and testing laboratory(ies); · Organization chart for safety organization with roles and responsibilities; · Description of self-performed and subcontracted Work; · Plans and procedures for managing subcontractors; and · City and state where assigned staff will be located.	
Section 3	SAFETY PLAN	A6.2.3
Section 3.1	· Safety Plan; and · Specified narrative.	A6.2.3
Section 4	PROJECT MANAGEMENT PLAN	A6.2.4
Section 4.1	Quality Plan · Summary of Quality Plan; · Specified narrative; and · Coordination to ensure consistency and quality among firms.	A6.2.4.1
Section 4.2	Design management · Specified narrative; · Summary of Design Review Plan; and · Description of the Lead Engineer's involvement during construction.	A6.2.4.2
Section 4.3	Construction management · Plan to deal with unusual events; · Construction staging and phasing plan; and · Construction start date and time to complete. · Problem solving and coordination with other contractors	A6.2.4.3

**Delaware Department of Transportation**

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APPENDIX A	LEGAL, FINANCIAL, TECHNICAL SOLUTIONS, KEY PERSONNEL AND EXPERIENCE, MANAGEMENT APPROACH, PROJECT SUPPORT, AND ALTERNATE PROPOSALS INFORMATION FOR APPENDIX A	
Section 1	LEGAL INFORMATION FOR APPENDIX A	A3.3
	<ul style="list-style-type: none"> <li>· Notarized Powers of Attorney;</li> <li>· If JV, LLC, or partnership, evidence of joint and several liability;</li> <li>· Form OC, Legal Opinion; and</li> <li>· Organizational documents.</li> </ul>	<p>A3.3.1 A3.3.1</p> <p>A3.3.4</p>
Section 2	FINANCIAL INFORMATION FOR APPENDIX A	A3.4
	<ul style="list-style-type: none"> <li>· Letter of Commitment of Surety.</li> </ul>	<p>A3.4.2 A3.4.3</p>
Section 3	TECHNICAL SOLUTIONS INFORMATION FOR APPENDIX A	A4.0
	<ul style="list-style-type: none"> <li>· No Information Required</li> </ul>	
Section 4	KEY PERSONNEL AND EXPERIENCE INFORMATION FOR APPENDIX A	A5.3
	<ul style="list-style-type: none"> <li>· Resumes of Key Personnel</li> </ul>	A5.3
Section 5	MANAGEMENT APPROACH INFORMATION FOR APPENDIX A	A6.3
	<ul style="list-style-type: none"> <li>· No information Required</li> </ul>	



## **B1.0 INTRODUCTION**

The Instructions to Proposers (ITP) Appendix B specifies the Pricing Information to be submitted by all Proposers.

All named forms are found in ITP Appendix C unless otherwise noted.

Submit all specified information using the forms and formats specified. Alterations to the forms will only be permitted where specifically allowed.

## **B2.0 PRICE PROPOSAL**

Submit a Price Proposal using the forms listed below and provided in Appendix C. Failure to provide the requested information on the forms and in the format specified may result in the Department declaring the Price Proposal non-responsive.

Upon Award, the Price Proposal of the selected Proposer will be incorporated into the Contract Documents at  Part 8 Z.

Submit the Price Proposal under separate cover, clearly marked as required in ITP, Section [2.8.1\(A\)](#) by the Proposal due date to the addressee and address specified in ITP, Section [1.7.2](#).

The Price Proposal shall consist of:

- A) Proposal Security Bond;
- B) Form PP; Price Proposal cover sheet;
- C) Form SP; Schedule of Prices;
- D) Form PC1; Preliminaries and General Requirements;
- E) Form PC2; Engineering and Design Activities;
- F) Form PC3; Project-Wide Maintenance and Protection of Traffic;
- G) Form PC6; Project-Wide hazardous and Contaminated Substances Remediation;
- H) Form SOV; Schedule of Values;
- I) Time/price curve;
- J) Form LSI; Letter of Subcontract Intent;
- K) Copy of Proposed Baseline Progress Schedule (see ITP, Appendix A, Section A4.2.3); and
- L) Copy of Form PCD (see ITP, Appendix A, Section [A6.2.1](#) and Appendix C).

### **B2.1 PRICE PROPOSAL SUBMITTAL**

The Proposer shall submit the forms identified in Section B2.0 in a separate, sealed envelope.

The Proposer shall secure Form PP to the outside of the envelope containing the forms listed in Section [B2.0](#). The signature requirements for Form PP are the same as the signature requirements for the Proposal Certification. (See Appendix A, Section [A3.2\(A\)](#).)

### **B2.2 SCHEDULE OF PRICES (FORM SP)**

Complete and submit Form SP in compliance with the following instructions:

- A) Provide a lump sum price [the Price Center Value (PCV)] for each Price Center on Form SP. If the Proposer shows any components for a Price Center, such as Material, show a lump sum price for such components on Form SP;

- B) If the Proposer plans to request payment for any Material upon delivery to the Site, identify the specific type of Material and the price assigned to the Material on Form SP as a component of the appropriate Price Center;
- C) The Price Center Value shall be the total price to complete all Work in that Price Center, including such planning, management, overhead, use of tools and equipment and other Work as required to complete such Work and such costs necessary to integrate the Work with the Work in other Price Centers, except those costs included in other Price Centers;
- D) The PCV for PC1 shall be between 10 % and 20% of the base Proposal Price. The price of the mobilization activity within Price Center 1 shall not exceed 4 percent of the Base Proposal Price;
- E) For Price Center 2, provide a lump sum price for each of the components listed on Form PC2;
- F) The Price Center titles, contents and limits on Form SP shall match those shown on Form PCD; and
- G) The sum of the Price Center Values shall be the Proposal Price. The Proposal Price will become the Contract Price upon Award of the Contract.

The Proposer may define additional Sections and Project Components as indicated in Part 2 - DB Section 109. The sum of all PC values for all Sections shown on Form SP shall be the Lump Sum Contract Price.

#### **B2.2.1 Preliminaries and General Requirements (Form PC1)**

The contents of Price Center 1, Preliminaries and General Requirements are shown on Form PC1. The Proposer may add (but not delete) activities to Form PC1 as appropriate to reflect its plan to carry out the Work. Provide a price for each activity on Form PC1.

The Price Center Value of Price Center 1 (including the price for mobilization) shall not be less than ten percent (10%) nor more than twenty percent (20%) of the Contract Price.

#### **B2.2.2 Project-Wide Engineering and Design Activities (Form PC2)**

The Proposer shall show design activities and components on Form PC2 (Appendix C).

The activities for Project Component 2 are shown on Form PC2. The Proposer may add and/or revise engineering and/or design activities to describe the Work within Project Component 2. The Proposer shall ensure Form PC2 is consistent with the major Design Units designated on Form DU. Provide a lump sum price for each activity shown on Form PC2. The sum of the lump sum prices of the activities shall be the PCV for Project Component 2.

#### **B2.2.3 Project-Wide Maintenance of Traffic (Form PC3)**

For Project Component 3, provide lump sum prices for the activities shown on Form PC3 (Appendix C). The Proposer may add activities as appropriate to reflect its plan to carry out the Work. The sum of all lump sum prices of the activities shall be the PCV for Project Component 3.

#### **B2.2.4 Project-Wide Environmental Mitigation and Compliance (Form PC4)**

**STATE OF DELAWARE**



**DEPARTMENT OF TRANSPORTATION**

**DESIGN-BUILD PROJECT**

**for**

**DOVER TRANSIT CENTER**

Dover Transit Center  
State Contract # 25-020-01  
Federal Contract # ERRA-2009(31)

**SCOPE OF SERVICES PACKAGE**

**INSTRUCTIONS TO PROPOSERS**

**APPENDIX E**

**ABBREVIATIONS AND DEFINITIONS**

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**ABBREVIATIONS AND DEFINITIONS**

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## **1.1 ABBREVIATIONS**

This RFP includes abbreviations and specific defined terms as indicated below. This list is not intended to be exhaustive.

AA	Aluminum Association
AAN	American Association of Nurserymen
AAR	Association of American Railroads
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
ADA	Americans with Disabilities Act
A/E	Architectural/Engineering
AED	Associated Equipment Distributors
AGC	Associated General Contractors of America
AGMA	American Gear Manufacturers Association
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute, Inc.
API	American Petroleum Institute
ARA	American Railway Association
AREA	American Railway Engineering Association
ARRA	American Recovery and Reinvestment Act of 2009
ARTBA	American Road and Transportation Builders Association
ASCE	American Society of Civil Engineers
ASLA	American Society of Landscape Architects
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
ATA	American Transit Association
AWG	American Wire Gauge
AWPA	American Wood-Preservers Association
AWS	American Welding Society
AWWA	American Water Works Association
BDM	Delaware Department of Transportation Bridge Design Manual
BMP	Best Management Practices
CD-ROM	Compact Disc - Read Only Memory
CE	Construction Engineering
CERCLA	Comprehensive Environmental Response, Compensation and Liability Act
CFO	Chief Financial Officer
CFR	Code of Federal Regulations
CPA	Certified Public Accountant
CPM	Critical Path Method
CRSI	Concrete Reinforcing Steel institute
CSL	Contract Submittal List
DB	Design-Build
DBE	Disadvantaged Business Enterprise
DelDOT	Delaware Department of Transportation
DNREC	Division of Natural Resources and Environmental Control (State of Delaware)
EA	Environmental Assessment

## Delaware Department of Transportation

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EASA	Electrical Apparatus Service Association
EOR	Engineer of Record
EPA	Environmental Protection Agency of the United States Government
FAA	Federal Aviation Administration, United States Department of Transportation
FHWA	Federal Highway Administration, United States Department of Transportation
FONSI	Finding Of No Significant Impact
FSS	Federal Specifications and Standards, General Services Administration
FTA	Federal Transit Administration
FY	Fiscal Year
GAAP	Generally Accepted Accounting Principles
IA	Independent Assurance
ICC	International Code Council
IEEE	Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society
IPCEA	Insulated Power Cable Engineers Association
ISO	International Standards Organization
ITE	Institute of Transportation Engineers
ITP	Instructions to Proposers
JV	Joint Venture
LD	Liquidated Damages
LEED	Leadership in Energy and Environmental Design
LLC	Limited Liability Company
LOI	Letter of Interest
MIL	Military Specifications
MOU	Memorandum Of Understanding
MPO	Metropolitan Planning Organization
MUTCD	Manual of Uniform Traffic Control Devices
N/A	Not Applicable
NCHRP	National Cooperative Highway Research Program
NCR	Non-Conformance Report
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NEPA	National Environmental Policy Act
NFPA	National Fire Protection Association
NIST	National Institute of Standards and Technology
NOAA	National Oceanic and Atmospheric Administration
NOI	Notice of Intent
NTP	Notice to Proceed
OSHA	Occupational Safety and Health Administration, United State Department of Labor
PC	Project Component
PCA	Portland Cement Association
PCI	Prestressed Concrete Institute
PCP	Progress Check Point
PCV	Project Component Value
PE	Preliminary Engineering
PI	Public Information
PPS-C	Contract Periodic Payment Schedule
PPS-P	Proposed Periodic Payment Schedule
PTI	Post Tensioning Institute
QA	Quality Assurance

QC	Quality Control
RFI	Request For Information
RFP	Request For Proposals
RFQ	Request For Qualifications
RMA	Rubber Manufacturers Association
ROW	Right Of Way
SAE	Society of Automotive Engineers
SEC	Securities and Exchange Commission
SHPO	State Historic Preservation Office
SI	Systeme Internationale - International System of Units
SOQ	Statement of Qualifications
SSPC	Steel Structures Painting Council
TBD	To Be Determined
UL	Underwriters Laboratories, Inc.
US DOT	United States Department Of Transportation
US	United States
USACE	United States Army Corps of Engineers
USC	United States Code
USDOL	United States Department Of Labor
VE	Value Engineering
WBS	Work Breakdown Structure

## 1.2 DEFINITIONS

The following terms shown in bold type, when used herein, shall have the following meanings:

**"Addenda/Addendum"** means additions, deletions, and modifications to the provisions of the Scope of Services Package after the Advertisement date and prior to the Proposal acceptance date.

**"Advertisement"** means a public announcement stating the Department's Notice of Intent (NOI) for the procurement of a particular project and inviting prospective Proposers to obtain a Request for Qualifications (RFQ) or Scope of Services Package and submit a Statement of Qualifications (SOQ) or Proposal, as applicable.

**"Affiliate"** means any of the following:

- A) A Person who, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the following:
  - 1) The Proposer; or
  - 2) Any other Principal Participant.
- B) An Affiliate may also be any Person for which ten percent or more of the equity interest in such Person is held directly or indirectly, beneficially or of record, by the following:
  - 1) The Proposer;
  - 2) Any Principal Participant; or
  - 3) Any Affiliate of the Proposer under part (A) of this definition.

For purposes of this definition, the term "control" means the possession, directly or indirectly, of the power to cause the direction of the management of a Person, whether through voting securities, by contract, by family relationship, or otherwise.

**"Clarifications"** means a written exchange of information that takes place between a Proposer and the Department after the receipt of all Proposals during the evaluation process. The purpose of Clarifications is to address ambiguities, omissions, errors or mistakes, and clerical revisions in Proposals.

**"Contract Documents"** means the executed Agreement (contained in Part 1 of the Contract Documents included in the Scope of Services Package, Parts 2 through 7.6, Part 8 & 7 the portions of the successful Proposer's Proposal identified in Section 1.2.4), and all provisions required by law to be inserted in the Contract whether actually inserted or not. Whenever separate publications and the Department's Standard Specifications are referenced in the Contract Documents, it is understood to mean the publications and Specifications, as amended, current as of the Proposal due date unless otherwise noted.

**"Deficiency"** means a material failure of a Proposal to meet the Department's requirements or a combination of significant Weaknesses in a Proposal that increases the risk of unsuccessful Contract performance to an unacceptable level.

**"Department"** means the Delaware Department of Transportation or its representatives.

**"Design-Build"** means a project delivery methodology under which the Department contracts with a single legal entity that has responsibility for the design and construction of the Project under a single contract with the Department.

**"Design-Builder"** means the single legal entity selected pursuant to the Scope of Services Package that enters into the Contract with the Department to design and construct the Project.

**"Instructions to Proposers"** means those documents included in the Scope of Services Package containing directions for the preparation and submittal of information by the Proposers in response to the Scope of Services Package.

**"Lead Architect"** means a Principal Participant, Specialty Subcontractor, or in-house designer that leads the team furnishing or performing the design of the Project.

**"Lead Engineer"** means a Principal Participant, Specialty Subcontractor, or in-house designer that leads the team furnishing or performing the civil/site design of the Project.

**"Lead Principal Participant"** means the Principal Participant that is designated by the Proposer as having the lead responsibility for managing the Proposer's organization.

**"Person"** means any individual, firm, corporation, company, Limited Liability Company (LLC), Joint Venture (JV), voluntary association, partnership, trust, or unincorporated organization, or combination thereof.

**"Price Reasonableness"** means a price, in its nature and amount, does not exceed that which would be incurred by a prudent person in the conduct of competitive business. What is reasonable depends upon a variety of consideration and circumstances, including the following:

- A) Whether it is the type of cost generally recognized as ordinary and necessary for the conduct of the Proposer's business or the Contract performance;
- B) Generally accepted sound business practices and federal and state laws and regulations;
- C) The Proposer's responsibilities to the Department, other customers, the owners of the business, its employees, and the public at large;
- D) Any significant deviations from the Proposer's established practices;
- E) Comparisons of price information to the engineer's estimate and to the Department's historic costs for similar Work; and
- F) Comparisons of price information submitted by other Proposers.

**"Principal Participant"** means any of the following entities:

- A) The Proposer;
- B) An individual firm, all general partners, LLC or JV members of the Proposer; and/or
- C) All Persons and legal entities holding (directly or indirectly) a 15% or greater interest in the Proposer.

**"Project"** means the improvements to be designed and constructed by the Design-Builder and all other Work product to be provided by the Design-Builder in accordance with the Contract Documents.

**"Proposal"** means the offer (in response to the Scope of Services Package) of the Proposer for the Work, when executed and submitted in the prescribed format and on the prescribed forms.

**"Proposer"** means a Person submitting an SOQ for the Project in response to an RFQ, and selected for the Short-List, an entity submitting a Proposal for the Project in response to this Scope of Services Package.

**"Quality Assurance"** means all planned and systematic actions by the Department necessary to provide confidence that all Work complies with the Contract and that all material incorporated in the Work and all equipment and all elements of the Work will perform satisfactorily for the purpose intended. Actions include, but are not limited to: design audits, checks and reviews; oversight, including specification compliance reviews, document control, and working plan review; material Verification Sampling and Testing at production sites and the Project site; oversight of manufacturing/processing facilities and equipment; oversight of on-site equipment, calibration of test equipment, and acceptance or rejection of material based on verification and QC testing; and documentation of Quality Assurance (QA) activities. Quality Assurance also includes IA testing, the Department's Project Manager's written acceptance, final inspection, and final acceptance.

**"Quality Assurance Program"** means the overall quality program and associated activities including the Department's QA and QC, the Design-Builder's QC, the Contract quality requirements, and the Design-Builder's quality plan.

**"Quality Control"** means the total of all activities performed by the Department, Design-Builder, engineer, architect, subcontractors, producers, or manufacturers to ensure that a product meets Contract requirements. Quality Control includes design reviews and checks; inspection of material handling and construction; calibration and

maintenance of sampling and testing equipment; working plan review; document control; production process control; and any inspection, sampling, and testing done for these purposes. Quality Control also includes documentation of QC efforts.

**"Quality Control Manager"** means the individual employed by the Design-Builder who is responsible for the overall QC program of the Design-Builder, including the quality of management, design, and construction.

**"Request for Proposals"** - The "Scope of Services Package."

**"Request for Qualifications"** - The written solicitation issued by the Department seeking SOQs to be used to identify and Short-List the Proposers to receive the Scope of Services Package for the Project.

**"Scope of Services Package"** - The document identifying the location and requirements of the Project, the Work to be performed, and Materials to be furnished in response to which a Proposal may be submitted by a Proposer/Design-Builder. The Scope of Services Package includes the ITP, Contract Documents, and Reference Documents. The Scope of Services Package is issued only to Persons who are on the Short-List. The Scope of Services Package may also be referred to as the Request for Proposals or RFP.

**"Statement of Qualifications"** means the submission made by a Proposer in response to the RFQ, including all clarifications thereto submitted in response to requests by the Department.

**"Weakness"** means a representation in the Proposal that is determined by the Department to increase the risk of unsuccessful Contract performance. A significant Weakness in the Proposal is a representation that is determined by the Department to greatly increase the risk of unsuccessful Contract performance.

For definitions of other initially capitalized terms, see Part 2 - DB Section 100, DB Section 101-3.

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**APPENDIX A – PERFORMANCE SPECIFICATIONS**

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## **1.0 GENERAL**

### **1.1 PURPOSE**

This Part 3 – Design Requirements and Performance Specifications establishes basic design and performance requirements to be used in the design and construction of the Project.

Section 2 provides direction on certain aspects of design applicable throughout the Project and the requirements to be followed for the design in the event a Project element or component is not covered by a Performance Specification.

Section 3 includes both the broad design and performance parameters, usually in the form of recognized standards, under which components and elements of the Project are to be designed and the specifically defined design and performance requirements relative to the Project. More detailed Performance Specifications are included in Appendix A to this Part 3 of the Contract Documents.

## **2.0 DESIGN REQUIREMENTS**

The goal of the Project Design to develop a plans and specifications that minimize construction and maintenance costs and allow that for future development of the site without impacting or disturbing transit operations.

### **2.1 SCOPE**

**Low Impact design (LID) – using or following the principles of** the design requirements, as defined by standards, references, and project-specific requirements (*see* Section 2.5), are contained in each Performance Specification that governs the design of that Project element. Each Performance Specification lists the precedence of the design requirements.

*See* Part 1 of the Contract Documents for more detailed information pertaining to the Project scope.

## **2.2 PROCEDURES**

### **2.2.1 Format**

The Design-Builder shall prepare Design Plans and Project Specifications for the Project to the Department's standards for general content and format and in accordance with the Contract and Section 2.3.3.

### **2.2.2 Deviations**

Deviations may be made within the framework of these design requirements to meet the requirements and goals of this Section 2.0 and the Performance Specifications, in order to meet the requirements of a particular Project element or component. Deviations from the design requirements or Performance Specifications included in the Contract may be allowed with the approval of the Department's Project Manager prior to incorporation into the design. Determination as to whether the Design-Builder's solution to a Project element is acceptable shall be in the sole opinion of the Department. It is the responsibility of the Design-Builder to identify, explain, and justify any deviation from, discrepancy from, or innovative solution to the established criteria and to secure approval(s) from the Department's Project Manager. Refer to Part 2 DB Section 111-13 Design Exceptions and Part 2 DB Section 105-13 Value Engineering Proposals as applicable.

## 2.3 SUPPORTING ENGINEERING INFORMATION

### 2.3.1 Mapping and Surveying

Existing mapping and survey information is contained in the *Reference Documents* Section of the Scope of Services Package.

### 2.3.2 Geotechnical

Existing geotechnical data, including any supplemental data obtained by the Department during the Proposal phase, is contained within the *Reference Documents* Section of the Scope of Services Package. The Design-Builder shall conduct additional geotechnical investigations, analyses, design, and construction in accordance with the *Geotechnical Requirements* Performance Specification (*see* Appendix A to this Part 3 – Design Requirements and Performance Specifications).

### 2.3.3 CADD

CADD formatting for Design Plans and Record (as-built) Drawings shall conform to the Department's CADD drafting standards and CADD design standards as defined in the Plan Development Guidelines available from the Department's Project Development Resource Center. Resource Center information can be found at <http://www.deldot.gov/information/business/drc/index.shtml>.

### 2.3.4 Traffic Data

Existing and Design Traffic Data is contained in the *Roadway Geometrics* Performance Specification (*see* Appendix A to this Part 3 – Design Requirements and Performance Specifications).

## 2.4 DESIGN CODES AND MANUALS

In addition to the requirements listed in this Section 2.0 and the Performance Specifications, the Designer must comply with all other applicable and currently effective engineering codes, building codes, and standards, including those of the various federal, state, and local jurisdictions.

If codes, standards, and/or manuals are specified herein for the design of an element of the Project, then the edition(s) in effect on the Proposal due date shall be applicable to the Project. Responsibility for design remains with the Design-Builder in accordance with the terms and conditions of the Contract. If a code, manual, or standard is subsequently modified, the Design-Builder shall notify the Department of such modification(s), providing potential cost and schedule impacts to the Project, and request the Department's decision regarding application of the modification(s). If the Department directs the Design-Builder to comply with the modifications and any change in the cost or time of performance results, such change shall be processed by a change order.

The governing precedence of Parts 1 through 8 of the Contract Documents is specified in DB Section 102-1. Specific codes and standards include, but are not limited to, the following listed in order of governing precedence for this Part 3 of the Contract Documents unless otherwise specified in a Performance Specification:

- A) Scope of Services Package – Contract Documents Part 3 – Design-Build Performance Specifications;
- B) Scope of Services Package – Contract Documents Part 4 – Design-Build Special Provisions;
- C) ~~Scope of Services Package – Contract Documents Part 6 – Directive and Indicative Plans;~~

- D) Delaware Department of Transportation “Road Design Manual,” the latest edition with Revisions as of the issue date of this RFP;
- E) AASHTO, “A Policy on Geometric Design of Highways and Streets (Green Book),” the latest edition with Revisions as of the issue date of this RFP;
- F) AASHTO, “Roadside Design Guide,” the latest edition with Revisions as of the issue date of this RFP;
- G) AASHTO, “Guide for the Planning, Design and Operation of Pedestrian Facilities,” ***the latest edition with Revisions as of the issue date of this RFP;***
- H) TRB, “Highway Capacity Manual,” ***the latest edition with Revisions as of the issue date of this RFP;***
- I) DNREC – “GREEN TECHNOLOGY: THE DELAWARE URBAN RUNOFF MANAGEMENT APPROACH,”  
<http://www.swc.dnrec.delaware.gov/Pages/SedimentStormwater.aspx>
- J) FHWA, “Manual of Uniform Traffic Control Devices (MUTCD),” the latest edition with Revisions as of the issue date of this RFP; and
- K) AASHTO, “Roadway Lighting Design Guide,” the latest edition with Revisions as of the date of the issue of this RFP.

## 2.5 PROJECT-SPECIFIC DESIGN PARAMETERS

Project-specific design parameters are included under their appropriate and respective Performance Specifications. Project-specific design parameters may include, but are not limited to, design parameters specific to the Project, such as, bridge loadings, bridge and structure scour, design life, design speed, forecasted traffic volumes, number of lanes and lane widths, stopping sight distance, horizontal curvature, superelevation, vertical curves, horizontal and vertical alignments, grades, roadside clear zone width, minimum main span bridge navigational clearances, and aesthetic requirements.

See Part 1 of the Contract Documents for additional design parameters.

## 2.6 ROADWAY GEOMETRICS AND STORMWATER MANAGEMENT

### 2.6.1 Geometrics

Roadway geometrics shall be in accordance with the codes and standards of Section 2.4 of this Part 3 – Design Requirements and Performance Specifications and the *Roadway Geometrics* Performance Specifications in Appendix A to this Part 3.

### 2.6.2 Stormwater Management

***Stormwater management approaches shall be in accordance with the codes and standards of Section 2.4 of this Part 3 – Design Requirements.***

## 2.7 DESIGN EXCEPTIONS AND DEVIATIONS

No design exceptions to the roadway geometric requirements specified in the Roadway Geometrics Performance Specification in Appendix A to this Part 3 shall be permitted. Any requests for deviations from the Contract requirements shall be submitted to the Department for review and approval in accordance with Part 2 – DB Section 111-13.

### **3.0 PERFORMANCE SPECIFICATIONS**

The Performance Specifications included in this Part 3 – Design Requirements and Performance Specifications, establish requirements that the Design-Builder’s Work shall achieve. The Performance Specifications provide clear requirements for how the finished product is to perform while allowing the Design-Builder considerable flexibility in selecting the design, means, materials, components, and construction methods used to achieve the specified performance.

### **3.1 STANDARDS AND REFERENCES**

Standards and references are cited within the Performance Specifications. The following distinction between “standards” and “references” apply. Standards constitute a further elaboration of the requirement. References constitute advisory or informational material provided for the Design-Builder’s benefit. This advisory information need not be followed, but in some cases provide acceptable solutions already used by the Department. In some cases, specific parts of the reference are cited in Performance Specifications as requirements. In case of conflict between the standards and the references, the standards shall govern unless specifically approved in writing by the Department.

### **3.2 LIST OF PERFORMANCE SPECIFICATIONS**

The following is a list of the Performance Specifications contained in Appendix A to this Part 3 – Design Requirements and Performance Specifications:

- L) Aesthetic Requirements;
- M) Concrete Paving System Requirements
- N) Engineering Requirements;
- O) Geotechnical Requirements;
- P) Inspection, Maintenance and Construction Requirements;
- Q) Passenger Canopy Requirements
- R) Public Outreach Requirements; and
- S) Warranty Requirements.

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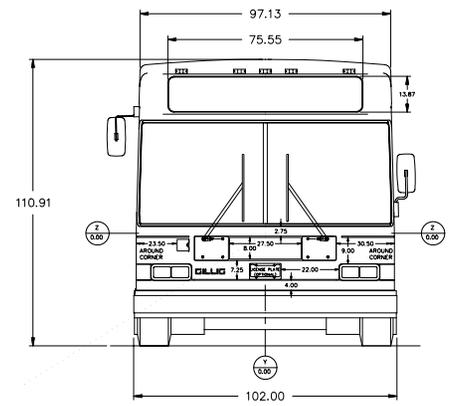
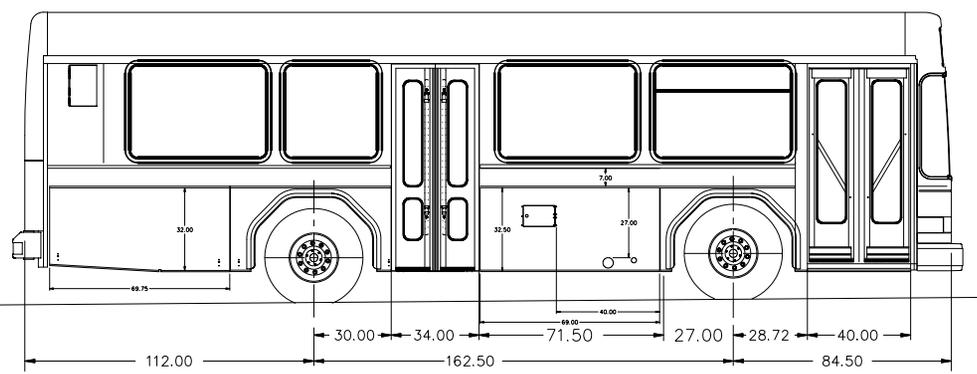
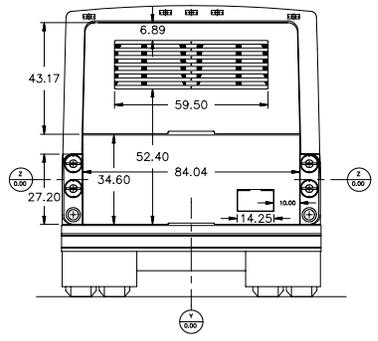
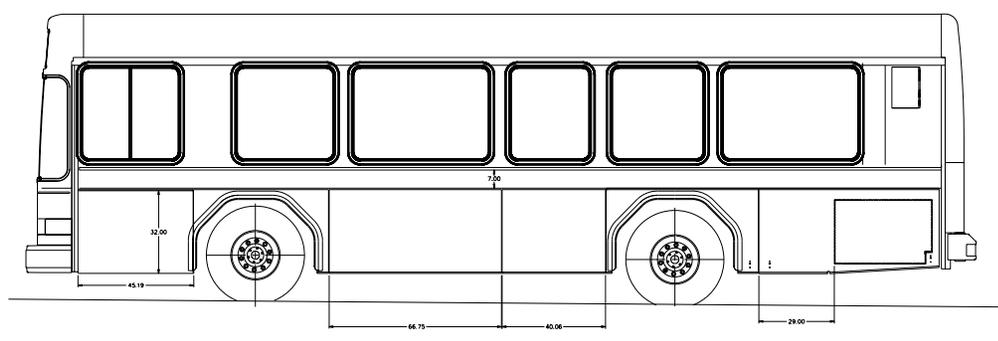
DTC Bus Dimensions

Vehicle Type/Model	Flxible 200's	Flxible 300's	Gillig 30'	Gillig Std Flr 40'	MCI OTR 40'	Champion 30'	94 / 95 Ford	97 GMC (vans)	97 Eldorado	98 Supreme	Gillig LF	NABI LF	NABI SF
Vehicle Length (in)	488	488	360	480	480	369	300	237	293	294	480	480	480
Vehicle Height (in)	121	121	120	120	144	121	112	115	110	114	480	128	128
Vehicle Width (in)	96	96	96	96	102	97	96	93	94	96	102	102	102
Turning Radius (Wheels) (in)	443	443	318	494	NA	334	NA	53	367	367	504	469	462
Turning Radius (Body Corners) (in)	523	523	371	547	540	367	NA	NA	376	376	552	528	528
Wheelbase (in)	299	299	170	279	279	160	176	155	176	176	279	275	264
Ground Clearance (in)	7	7	7	7	10	10	11	NA	7	7	7	7	9
GVWR (lb)	36,840	39,400	39,600	39,600	44,400	31,000	13,000	9,500	14,050	14,050	39,600	35,950	35,950
GAWR Front (lb)	13,340	14,400	14,600	14,600	16,000	12,000	4,562	4,300	4,600	4,600	14,600	14,600	16,000
GAWR Tag (lb)	N/A	N/A	N/A	N/A	10,000	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
GAWR Rear (lb)	23,500	25,000	25,000	25,000	22,500	19,000	8,438	6,084	9,450	9,450	25,000	26,000	26,000
Refueling Point Location	Curb	Curb	Curb	Curb	Curb	Curb	Street	Street	Street	Street	Curb	Curb	Curb
Passenger Seats (A)	48	46	28 / 22	42 / 36	47/37	26/21	16	8 / 4	16	16/10	40	37	42
Wheelchair Positions	None	None	2	2	2	2	2	2	2	4	2	2	2



REVISIONS

SYM	DATE	DESCRIPTION	REL.	DATE
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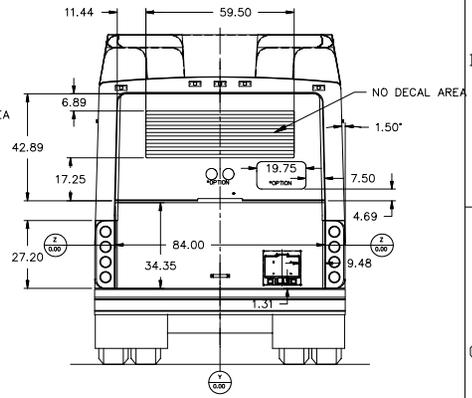
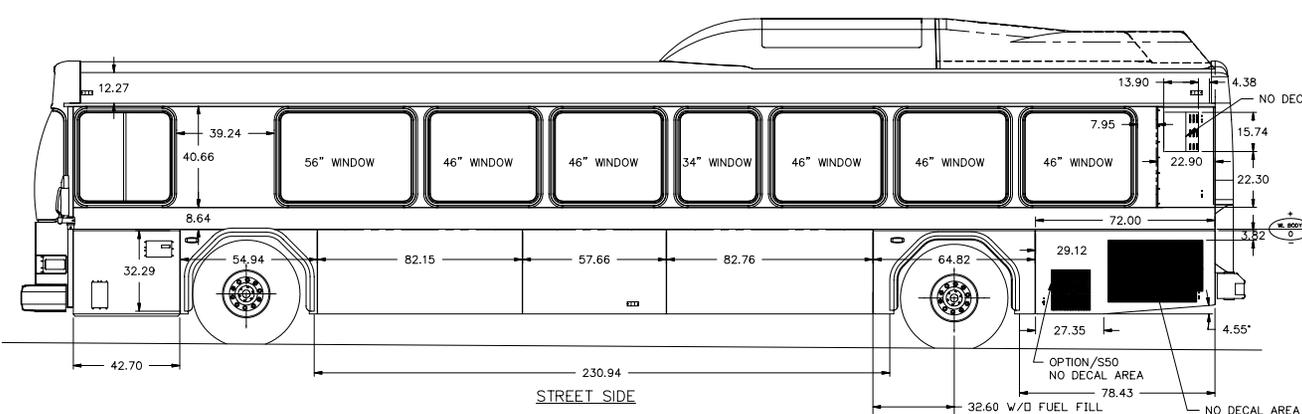


ITEM NO.	DESCRIPTION	QTY
A	COLLIC CORP. HAYWARD, CA	
<p>PROFESSIONAL AND THE SUPPLIER'S CONTRACT SHALL BE SUBJECT TO THE TERMS AND CONDITIONS OF THE COLLIC CORPORATION'S STANDARD TERMS AND CONDITIONS OF SALE WHICH ARE AVAILABLE TO ALL CUSTOMERS. THE COLLIC CORPORATION'S STANDARD TERMS AND CONDITIONS OF SALE SHALL APPLY TO ALL ORDERS.</p> <p>REMOVE ALL BURRS, BEVEL SHARP EDGES</p> <p>UNLESS OTHERWISE SPECIFIED TOLERANCES ARE IN INCHES</p> <p>FINISHES: UNLESS OTHERWISE SPECIFIED</p> <p>STANDARD: UNLESS OTHERWISE SPECIFIED</p> <p>UNIT: INCHES</p> <p>THIS ANGLE</p>		
<p>FILE: LAYOUT, PAINT SCHEME</p> <p>LF, 29'11"-102" (w/ DIMENSIONS)</p>		
BY: ALLEN YIM	DATE: 6/28/99	
CHKD: [Signature]	DATE: [Date]	
DRG. NO. RE1 32945	DOC. NO. 10-42945	REV. 2
SCALE: 1/24 = 1.0	STD. NO. 302	
		REV. 10-42945
		SHEET 1 OF 2

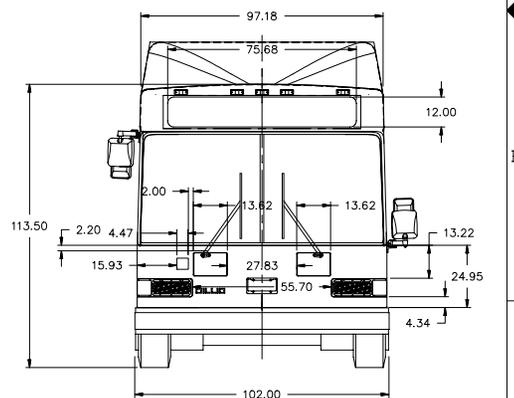
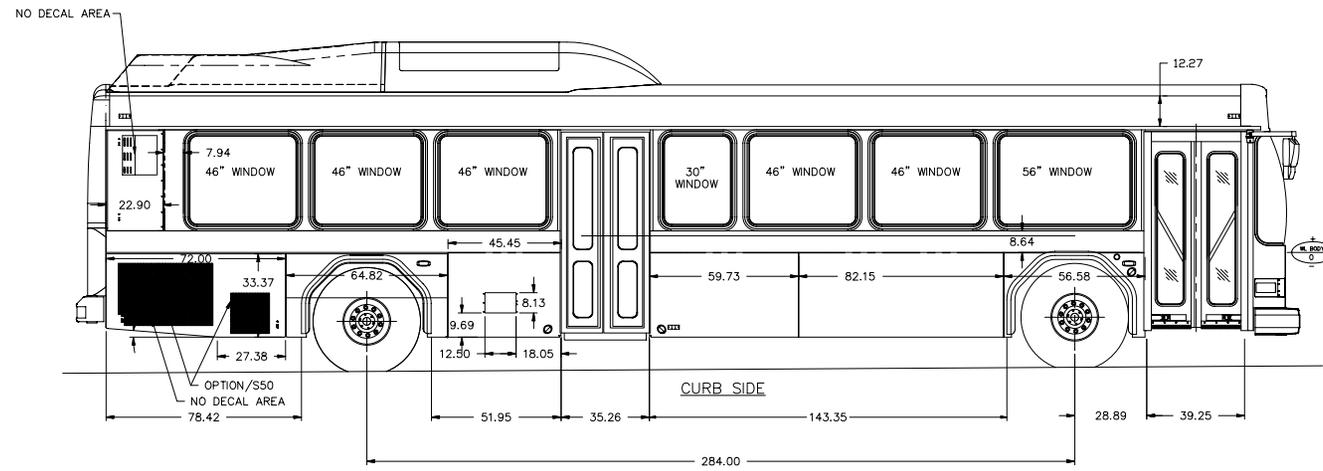


NOTES:  
1. FOR DRAWING W/O DIMENSIONS, TURN OFF LAYER DIM.

REVISIONS					
SYM	DWN	ZONE	DESCRIPTION	REL.	DATE
A			RELEASED FOR PRODUCTION	REI 50642	06-01-04



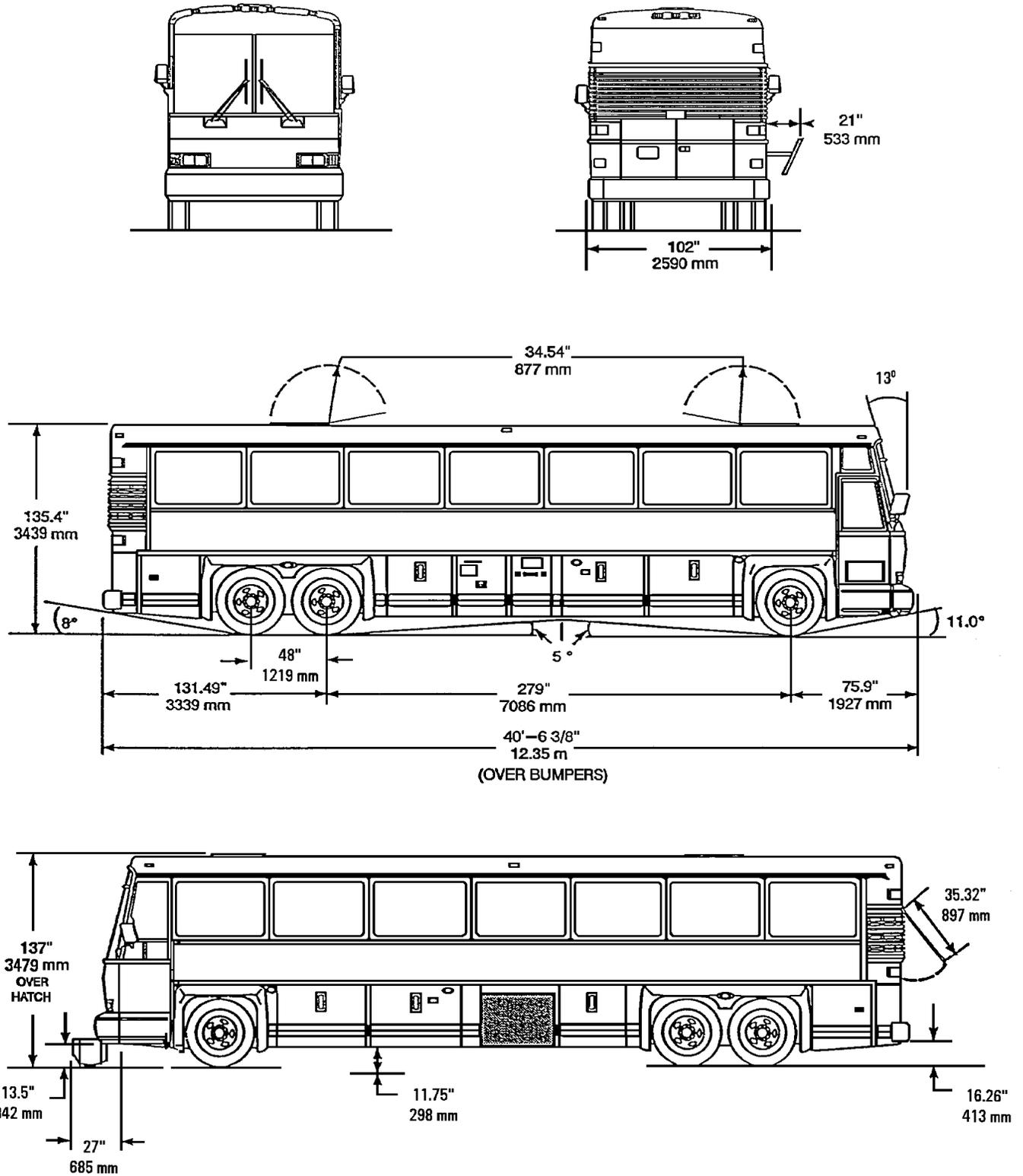
\*REAR DOOR PANELS & LIGHT CONFIGURATIONS VARY. PLEASE VERIFY YOUR CONFIGURATION WITH GILLIG SALES.



ITEM NO.	DESCRIPTION	MARK	PART	W/PIN	PER	GIL-STD	QTY
1	<b>GILIG</b> GILLIG CORP. HAYWARD, CA						
<small>                     PROPRIETARY: THIS DRAWING AND THE INFORMATION CONTAINED THEREIN SUBMITTED CONFIDENTIALLY AND IS THE PROPERTY OF THE GILLIG CORPORATION. USE, REPRODUCTION OR DISSEMINATION OF THIS DRAWING OR ANY PORTION THEREOF FOR ANY PURPOSE MUST BE APPROVED IN WRITING BY THE GILLIG CORPORATION.                      REMOVE ALL BURRS, BREAK SHARP EDGES.                      DIMENSIONS AND TOLERANCES ARE PER ANSI Y14.5M-1992 UNLESS OTHERWISE SPECIFIED TOLERANCES ARE IN INCHES.                      DECIMALS: X.1 25 ANGLAR: 30° THIRD ANGLE                      XXXX 200                      1ST ED: 74403 LOUISVILLE                 </small>							
<small>                     TITLE: LAYOUT - PAINT SCHEME 40 X 102 SSLF HYBRID                      DATE: 06-01-04 WATERL SPEC:                      DRAWN: PKP                      CHECKED: JET                      APPR'S INIT: DATE: PVS                      BRIG REL # REI 50642 SIZE: STD NO 302                      CAB SCALE: 1/48 = 1.0 DOCUMENT NO: 10-54572-000                 </small>							

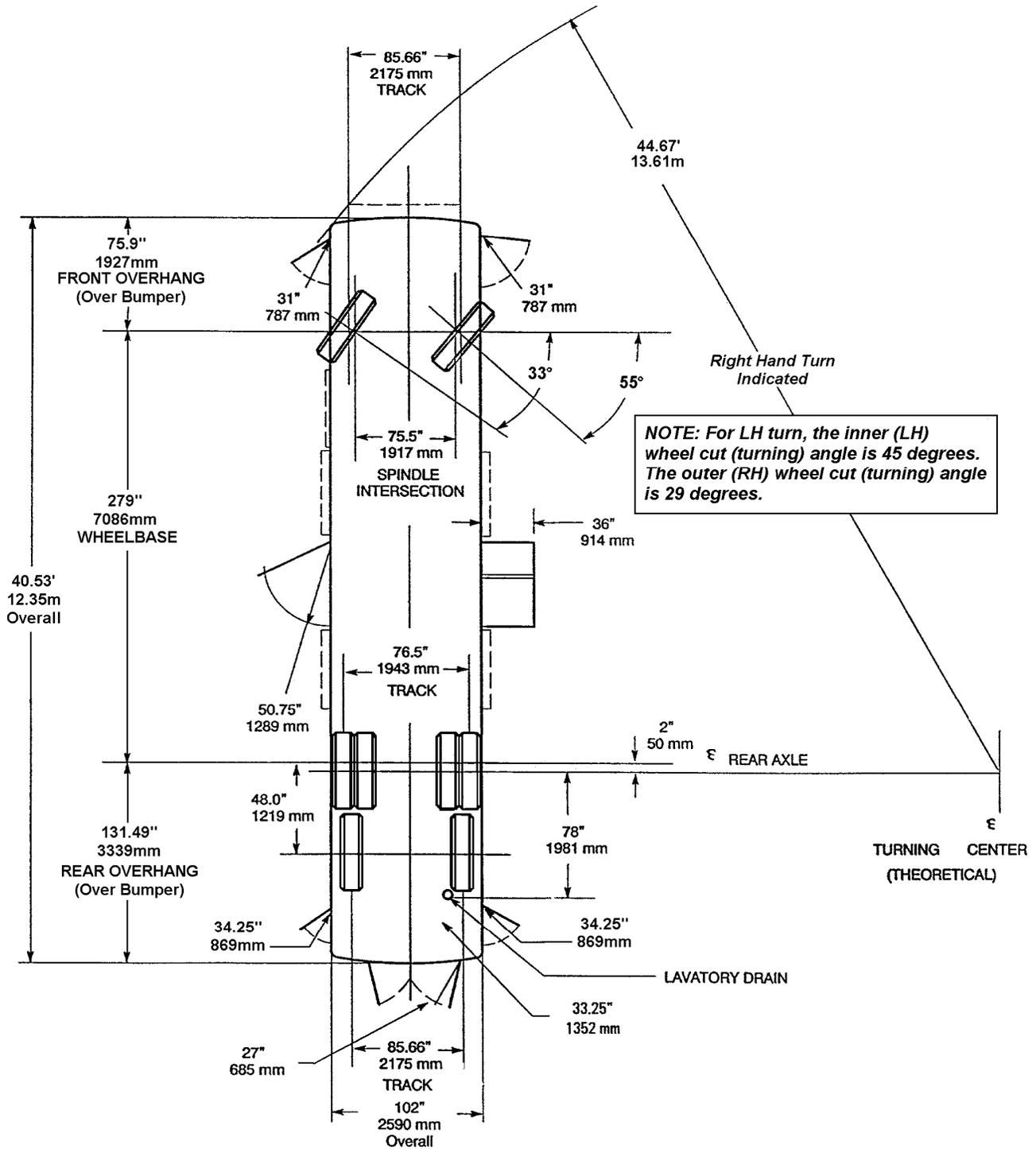


**Body and Door Clearance Diagram**



**Note: All vertical dimensions are at normal ride height.**

**Turning Radius and Door Clearance Diagram**



### 47-Passenger Seating Diagram

#### Recline Settings

The maximum seat recline setting for all seats except the rear cross-seat and the two-passenger seat in front of the lavatory will be 5.5 inches (139.7 mm). The seat in front of the lavatory will not recline.

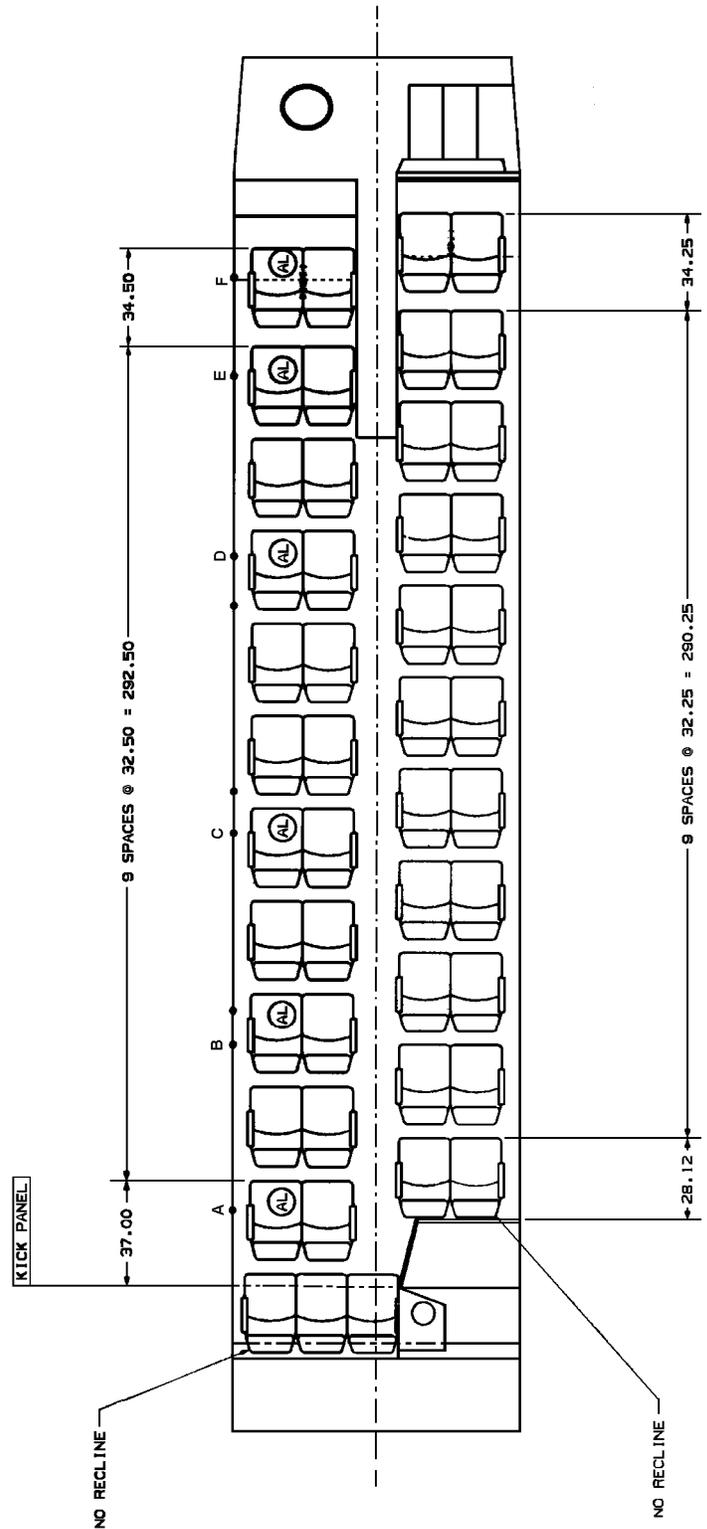
The rear cross-seat will be fixed in a 3-inch (76 mm) recline position.

#### Aisle Lights

(AL) indicates position of aisle lights

Chart 1

Aisle Light	Dimension from Kick Panel
A	26.81
B	96.19
C	158.25
D	255.56
E	318.94
F	353.75



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