



STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION
800 BAY ROAD
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DOVER, DELAWARE 19903

CAROLANN WICKS, P.E.
SECRETARY

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September 11, 2009

Interested Design Builders:

RE: Contract No. 25-020-01
Federal Aid Project No. ERRA-2009(31)
Dover Transit Center
Kent County

Attached is Addendum No. 4 to the RFP for the referenced contract consisting of the following:

1. One (1) page, Form RCF, Question Q – 15, page 1 of 1, new, to be added to the Request For Proposal.
2. Six (6) pages, Scope of Services - ITP, pages 3 of 28, and 20 of 28 through 24 of 28, revised, to be substituted for the same pages in the Request For Proposal.
3. One (1) page, Scope of Services – ITP, Appendix D, Example Score Sheet, page 3, revised, to be substituted for the same page in the Request For Proposal.
4. Two (2) pages, Scope of Services - Part 1 – Project Scope, pages 2 and 3, revised, to be substituted for the same pages in the Request For Proposal.
5. One (1) page, Scope of Services - Part 1 – Project Scope, Appendix A, page 1 of 3, revised, to be substituted for the same page in the Request For Proposal.

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." with a stylized flourish at the end.

John V. Eustis, Jr.
Contract Services Project Manager

:jve, jr.
attach.

FORM RCF

SCOPE OF SERVICES PACKAGE RESPONSE COMMENT FORM

| Q No. | Part Number | Section Number | Comment(s) | Reserved for Response |
|--------|-------------|----------------|--|--|
| Q – 15 | Part 1 | 2.3 | <p>In Addendum No. 2 Section 2.3 C, 1 and 2, a combination of SD, DD and Developed Design are used in reference to the design documents related to the building. Please confirm that you are asking for documents as listed on attached sheet titled "Architectural Design Documents Expanded Requirements" and reference document "Sustainability Checklist".</p> | <p>The specific requirements desired by the Department are further defined in Part 1, Project Scope, Contract Documents as modified by Addendum No. 4.</p> <p>The Department is not mandating each design team use any particular type, style, or format of checklist. Sustainability checklists are useful and desirable tools that each team should consider using. The particular format used is up to each team.</p> |

- 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~~ **April** 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 7** - 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

5.0 CONTRACT AWARD AND EXECUTION

5.1 CONTRACT AWARD

Unless all Proposals are rejected or this procurement is cancelled, the Contract shall be awarded to the responsive Proposer offering a fully compliant Proposal that, after evaluation of the pass/fail and technical evaluation factors, results in the highest Total Score.

Within 15 working days after the Department notifies the selected Proposer that the Department will award the Contract to the Proposer, the selected Proposer shall deliver to the Department one original and three certified copies of the following:

- A) Volumes 1 through 5 of the Technical Proposal in the format specified in [Appendix A](#), Table A, to this ITP. (See Section [3.6.7](#));
- B) The Lump Sum Price Proposal, including the Supplemental Pricing Information, if any, in the format specified in [Appendix B](#) to this ITP. (See Section [3.6.7](#));
- C) Required Payment and Performance Bonds. ([Appendix C](#) to this ITP);
- D) Insurance certificates;
- E) Full details of who will sign the Contract, if executed, and evidence as to the authority, power, and capacity of said individuals to bind the Proposer to a Contract;
- F) Updated opinion of counsel on Form OC (see [Appendix C](#) to this ITP) with regard to Contract; and
- G) Evidence that the Designer and any Subcontractors performing design and/or construction Work are properly licensed as required by applicable federal and state laws, rules, and regulations including, but not limited to, the Delaware Code, if not previously provided.

Failure to comply with the above may result in cancellation of the notice of award and forfeiture of the Proposal Security.

Refer to Contract Documents Part 1 Appendix A - Agreement for a sample of the Agreement that the selected Proposer will be required to sign. The selected Proposer shall not make any additions to, deletions from or changes in the required Agreement, but shall submit a letter providing the information necessary to complete the appropriate blanks in the form. After receiving the completed Contract from the Department, the selected Proposer shall sign the form and attach exhibits.

At the time of the return of the executed Contract, the successful Proposer shall furnish a Payment Bond and a Performance Bond on the form provided by the Department. The surety must be acceptable to the Department.

5.2 EXECUTION OF CONTRACT

The successful Proposer will be required to execute four originals of the Contract and to comply in all respects with the statutory provisions relating to the Contract within 20 calendar days of the date of the delivery of the Contract Documents by the Department. In case of failure or refusal on the part of the successful Proposer to deliver the duly executed Contract to the Department within the 20 calendar day period herein mentioned, the amount of the Proposal Security may be forfeited and paid to the Department.

If the Contract is not executed by the Department within 15 calendar days

Delaware Department of Transportation

following receipt from the successful Proposer of the signed Contract and appropriate and satisfactory payment and performance bonds, the Proposer shall have the right to withdraw the Proposal without penalty.

If the Department and the apparent successful Proposer fail to execute the Contract within the time periods identified above, the Department reserves the right to make award of the Contract to the "next" apparent successful Proposer, or the Work may be re-advertised and completed under a different contract or otherwise, as the Department may decide.

The Contract will be effective as of the date of final execution by the Department.

6.0 PROPOSAL EVALUATIONS

The Proposals shall be submitted in two separate parts as per the ITP, the written Technical Proposal (including the Supplemental Selection Information) and the Lump Sum Price Proposal (including any Supplemental Pricing Information). The information contained in the Technical Proposal will not be disclosed to the public or any other Proposer until after Contract execution.

The written Technical Proposal will be evaluated on the pass/fail and technical factors identified in the ITP. The Technical Review Committee will determine the pass/fail status and final total technical score of each Proposal before the public opening of the Lump Sum Price Proposals. A sample combined Technical and Price Proposal score sheet is provided below.

| SAMPLE FINAL RFP SCORES | | | | | | | |
|-------------------------|----------------------|----------------|----------------|-----------------|----------------------|----------------|------|
| | Technical 30% | | Price 70% | | | | |
| Proposer | Proposer's Raw Score | Weighted Score | Price | Raw Price Score | Weighted Price Score | Combined Score | Rank |
| 1 | 87.25 | 26.18 | \$1,241,300.00 | 100 | 70 | 96.18 | 2 |
| 2 | 91.81 | 27.54 | \$1,249,340.00 | 99.36 | 69.552 | 97.092 | 1 |
| 3 | 88.82 | 26.65 | \$1,524,000.00 | 81.45 | 57.015 | 83.665 | 3 |

| SAMPLE FINAL RFP SCORES | | | | | | |
|-------------------------|-----------------|-------------|----------------|----------------------|-------------------------------|--|
| | | Budget | \$5,000,000.00 | \$125,000.00 | Price Score Adjustment Factor | |
| Proposer | Technical Score | Price | Price Score | Total Combined Score | Rank | |
| 1 | 87.25 | \$4,997,040 | 0.0237 | 87.2737 | 3 | |
| 2 | 91.81 | \$5,100,000 | -1.6000 | 90.2100 | 2 | |
| 3 | 88.82 | \$4,799,040 | 1.6077 | 90.4277 | 1 | |

Scoring of Final Technical Proposals will be based on the maximum values noted for each factor listed in Section [6.1.2](#). Price Proposals scoring will be based on a comparison with the project budget as noted in section [6.1.3](#)

The Department reserves the right to reject any or all Proposals, to waive technicalities, or to advertise for new Proposals, if in the judgment of the Department the best interests of the public will be promoted thereby. Proposers are encouraged to keep in mind and address the Project goals identified in Section [1.1](#) in their Proposals.

6.1 EVALUATION FACTORS AND CRITERIA

Legal, Financial, and Responsiveness to ITP Requirements evaluation factors and elements will be evaluated on a pass/fail basis.

Final Technical Proposals will be scored on a quality basis while Price Proposals will be scored on a quantitative basis.

A Proposal must receive a pass on all pass/fail evaluation factors listed in Section [6.1.1](#) for the Proposal to be further evaluated and scored based on the technical evaluation factors identified in Section [6.1.2](#).

6.1.1 Pass/Fail Evaluation Factors

Each Proposal must achieve a rating of pass on any pass/fail evaluation factor listed in Sections [6.1.1.1](#) through [6.1.1.6](#) to receive further consideration. Failure to achieve a pass rating on any pass/fail evaluation factor after any clarifications (see Section [6.2](#)) will result in the Proposal being declared non-responsive and the Proposer being disqualified.

6.1.1.1 Legal

The Legal evaluation factor includes the following:

- A) A legal opinion provided on Form OC (see [Appendix C](#) to this ITP);
- B) A properly executed Proposal Certification, ([Appendix C](#) of this ITP);
- C) Prior to the execution of the Contract, provide proof of compliance with the requirements of Sections 2502 and 2503, Chapter 25, Title 30 of the Delaware Code. If the successful Proposer is a non-resident corporation, provide proof of compliance with the requirements of Subchapter XV of Title 8 of the Delaware Code, and as further amended at the time of submittal;
- D) For any Subcontractor performing construction Work, Prior to the execution of the Contract, provide proof of compliance with the requirements of Sections 2502 and 2503, Chapter 25, Title 30 of the Delaware Code. If the Subcontractor is a non-resident corporation, provide proof of compliance with the requirements of Subchapter XV of Title 8 of the Delaware Code, and as further amended at the time of submittal;
- E) Completion and submittal of specified forms and documents; and
- F) Compliance with Instructions to Proposers legal requirements.

The specific information to be submitted is identified in [Appendix A](#), Sections A3.2 and A3.3, to this Instruction to Proposers.

6.1.1.2 Financial

Financial evidence must show the Proposer's sustained capability to meet the financial responsibilities of the Contract and updated evidence or reaffirmation of the Proposer's continuing capability to secure performance and payment bonds covering the specific terms of the Contract. (See Section A3.4 of [Appendix A](#) to this ITP and Part 2 - DB Section 100, DB Section 103-2 and Appendix 103A, Payment, Performance, and Retainage Bond Form.)

6.1.1.3 Responsiveness to Instructions to Proposers Requirements

All forms shown in [Appendix C](#) to this ITP shall be completed and all forms and information specified in Appendices [A](#) and [B](#) to this ITP shall be provided in the manner, format, and detail specified without alteration of the forms for the Proposal to be eligible to receive further consideration. Failure to comply with this requirement may result in the Proposal receiving a "fail" rating for responsiveness to ITP requirements and may result in the Proposal being declared non-responsive.

6.1.1.4 DBE Commitments

The Proposers shall describe the DBE commitments that have been made as of the Proposal Due Date and shall describe the efforts taken by the Proposer to ensure that the dollars committed to DBEs on the Project are representative of the available design and construction DBEs. The Department's DBE goals for this Project are specified in Contract Documents Part 2 - DB Section 102-15.

6.1.1.5 Minimum Technical Score

The Proposer must receive a minimum Technical Proposal score of 70.

6.1.1.6 Minimum Project Completion, Milestone, and Schedule Requirements

The timely opening of the Transit Center is an important concern of the Department. Opening of the Transit Center to service is a significant milestone of the Project. To be considered responsive the Proposal Schedule shall:

- have the Transit Center open for use no later than 10 months after Notice-to-Proceed.
- have substantial completion no later than 10 months after Notice-to-Proceed.
- address key milestone and substantial completion dates.
- specify durations of work for each activity.
- define the critical path.
- have a complete Schedule of Values for payment that is consistent with the scheduled work activities.

6.1.2 Technical Proposal Evaluation Factors (100 Points)

The following are the technical evaluation factors to be considered by the Department in the scoring of the Final Technical Proposals with the maximum possible points noted in parenthesis:

- A) Technical Solutions (50 points);
- B) Key Personnel and Experience (30 points); and
- C) Management Approach (20 points).

Within the above listed factors, the following are the subfactors the Department will consider during the evaluation with their respective maximum point total noted in parenthesis:

- A) Technical Solutions (50 Points)
 - 1) Design and Construction Concepts (35 points); and
 - 2) Quality of Schedule (15 points).
- B) Key Personnel and Experience (30 points)
 - 1) Team Qualifications (30 points).
- C) Management Approach (20 points)
 - 1) Project Management, Quality Control and Safety Plans (20 points).

Each individual on the Evaluation Committee will assign Raw Score values to each of the

technical evaluation subfactors. Raw Score values will be expressed as percentage values on a scale of 0% to 100% for each subfactor being considered. At the end of the process, the average Raw Score for each subfactor will be determined and multiplied by the total possible points allocated for that item. The summation of points for all evaluation subfactors will represent the Technical Proposal Score for each Proposer.

Score Sheets to be used by the Evaluation Committee are included in ITP, [Appendix D](#) and include a description of the Department's intent for each subfactor and some of the considerations to be included in the determination of the Raw Scores. The order of the considerations included on the Score Sheets is not intended to suggest any relative importance for the respective evaluation subfactors.

The following Raw Score definitions shall apply:

0% - The Design-Build Proposal does not adequately address the considerations for the evaluation subfactor and/or the Proposal is marginally acceptable relative to the subfactor being considered.

70% - The Design-Build Proposal includes sufficient information to address the considerations for the evaluation subfactor and the Proposal is acceptable relative to the subfactor being considered. This score is indicative of an average solution and/or level of effort with respect to the subfactor being considered.

100% - The Design-Build Proposal includes all pertinent information regarding the evaluation subfactor in a manner that is easily understood and the Proposal is exceptional relative to the subfactor being considered. This score indicates that all practical means to address the intent of the evaluation subfactor have been included in the Proposal and that no apparent ambiguities exist.

See ITP, [Appendix A](#) for Technical Proposal submittal requirements.

6.1.3 Price Proposal Evaluation

The Proposer shall submit a Lump Sum Price Proposal for all services in fulfillment of the requirements and within the constraints of this Scope of Services Package. The Price Proposal shall be prepared and submitted in accordance with [Appendix B](#) to this ITP. The Total Lump Sum Price shown in the Price Proposal shall be the Lump Sum Contract Price for the Project if the Contract is awarded.

Specific information to be submitted is identified in [Appendix B](#) to this ITP. The Price Proposals will be evaluated by comparing the submitted proposal price with the defined project budget (See formula below).

Each Price Proposal shall specify the Total Lump Sum Price for the Work to be performed according to the Scope of Services Package. Each Price Proposal will be evaluated and scored based on the criteria set in Section [6.1.3.1](#). If all pass/fail evaluation factors are satisfied, the Department shall determine the highest Total Score by combining the Final Technical Proposal Score with the Price Proposal Score using the formula identified in Section [6.0](#). The Department reserves the right to reject any Proposal in which any of the prices are significantly unbalanced to the potential detriment of the Department.

The price shall be indicated in words. For example, "\$1,234,567.89" indicated in words is "one million two hundred thirty-four thousand five hundred sixty-seven dollars and eighty-nine

cents."

The Proposer's price shall not include any fraction of a cent.

Any Proposal may be deemed non-responsive which in any manner fails to conform to the conditions of the Scope of Services Package.

The Department may determine that the Price Proposal is non-responsive if the Department determines, in its sole discretion, that any of the following are applicable:

- A) The Price Proposal is significantly unbalanced relative to the Scope of Work;
- B) The Price Proposal does not provide all information in conformance with the Instructions to Proposers;
- C) The Price Proposal contains unreasonable prices on Form SP (see ITP, [Appendix C](#)).

6.1.3.1 Price Proposal Score

The score for the Price Proposal category shall be established as follows. Each Price Proposal shall receive a point score, positive or negative, based on the arithmetic difference between the submitted Lump Sum Price proposed and the budget (\$5,000,000) established for the project. For every one hundred twenty five thousand dollars (\$125,000.00), or proportion thereof, below the established budget, the Proposer would receive one (1) point as its Price Proposal Score. For every one hundred twenty five thousand dollars (\$125,000.00), or proportion thereof, above the established budget, the Proposer would receive negative two (2) points as its Price Proposal Score. To minimize the potential for a tie between two Proposers with the Total Score, the Price Proposal Score will be carried to the necessary decimal places. Therefore, each Lump Sum Price should not be rounded. Refer to the example is provided above in [Section 6.0](#).

6.2 CLARIFICATIONS

The Proposer shall provide accurate and complete information to the Department. If information is not complete, the Department shall either declare the Proposal non-responsive or notify the Proposer that it will not be allowed to participate further in the procurement of this Project until all information required is provided. Any insufficient statements or incomplete affidavits will be returned directly to the Proposer by the Department with notations of the insufficiencies or omissions and with a request for Clarifications and/or submittal of corrected, additional, or missing documents. If a response is not provided prior to the deadline for submission of the response, the Proposal will be declared non-responsive.

The Department may waive technical irregularities in the form of the Proposal of the Proposer that do not alter the quality or quantity of the information provided.

The Department may, at its sole discretion, request Clarifications and/or corrected, additional, or missing information from Proposers during the Proposal evaluation and selection process.

All requests and responses shall be in writing by certified mail, courier, Electronic-mail (E-mail), or facsimile. Responses shall be in accordance with [Section 2.2](#) and be limited to answering the specific information requested by the Department.

In the event a material error is discovered in the Scope of Services Package during the Proposal evaluation process, the Department will issue an Addendum to all Proposers that have submitted Proposals requesting revised Proposals based upon the corrected Scope of Services Package.

Delaware Department of Transportation

DELAWARE DEPARTMENT OF TRANSPORTATION

Dover Transit Center - Design-Build Project
Technical Proposal Scoresheet

D/B Team: _____

Scorer ID: _____

Date: _____

Item # 3: QUALITY OF SCHEDULE (15 Points)

Intent: The schedule submitted shall meet the following requirements and milestone dates, to be considered responsive:

- Considerations listed below
- Available for operation no later than April 30, 2011
- Fully complete no later than July 31, 2011

RFP References: Part 4, CPM Schedule Special Provision

ITP, Appendix C, Forms PC1 thru PC5

Considerations in addition to meeting the Intent stated above, to be used in determining the responsiveness of this item include:

- Is the schedule complete, comprehensive, and attainable with the transit center opening no later than 4/30/2011?
- Are the proposed durations of work for each activity specified?
- Is the critical path defined?

Supporting Comments by Scorer: _____

RAW SCORE DEFINITION

10% equals available for transit operation by 4/30/2011

Score for date available prior to 4/30/2011

Table with 11 columns representing dates from 4/30 to 12/15 and corresponding percentages from 0% to 100%.

non-responsive, (Not available for operation by 4/30/2011)

RAW SCORE THIS ITEM: _____%

Addendum No. 4

September 11, 2009

1.0 INTRODUCTION

This Part 1 – Project Scope provides a summary description of the physical components of the Project that the Design-Builder shall design, construct, and/or install and the associated management, control, monitoring, compliance, and professional services and other elements of the Work required in accordance with the Design-Build (DB) Agreement included in Appendix A.

The Design-Builder shall not rely solely on the description contained herein to identify all Project components to be designed, constructed, and/or installed. The Design-Builder shall determine the full scope of the Project through thorough examination of the Contract Documents and the Project Site or as may be reasonably inferred from such examination.

The Design-Builder shall, for the generally described improvements, perform all design engineering and analysis; provide construction engineering and inspection services; provide quality control services; and furnish, construct, and/or install all materials and components of the Project required to meet the requirements of the Contract Documents, except where the Department will furnish and/or install items as listed in Section 5.0.

2.0 Project Configuration

The Project shall include the major components listed in this Project Scope.

2.1 Project Limits

The Dover Transit Center will be located on Water between West Street and Queen Street in Dover. A conceptual plan for the bus boarding area was developed, but requires refinement.

2.2 Project Description

DART First State's existing transfer center along Water Street in Dover will be relocated to this site. Currently the fixed route system in Dover works on a pulse system in which thirteen (13) fixed route buses enter and exit the site every thirty (30) minutes. Interwoven into the pulse system are the paratransit and intercounty buses that travel north and south out of the transfer center. The site shall also be designed to handle privately run intercity bus operations (Trailways/Greyhound).

2.3 Project-Specific Requirements

A) Bus Loop

- 1) The bus loop requires a Canopy to cover passengers moving to, from, and between buses. Canopy will be designed to connect to the future building.
 - Eleven stalls for forty foot (40') buses.
 - Three stalls for forty five foot (45') buses.
 - Bus circulation shall be kept separate from passenger vehicles.
 - Sawtooth design must allow buses to independently enter and exit bus stalls without backing up.
 - Bus stalls shall allow passengers to disembark from all doors.
 - Curbside space for two paratransit vehicles to park and transfer customers needs to be provided. This does not need to be in the bus loop, but it is our preference to keep the location close to the future building and to minimize conflicts with automobiles and pedestrians.

- The outside passenger waiting/boarding area shall be covered with a canopy. The canopy shall provide coverage as passengers travel between the bus stalls. The area shall be furnished with the appropriate amenities, including seating, trash cans, etc.
- The following other amenities shall be provided:
 - Newspaper dispensers
 - Pay Phone
 - Advertising – potential revenue source for DTC
 - Kiosk
 - Art Work
- Geometric Design: Roadways and parking lot areas should conform to the AASHTO GREEN BOOK - A Policy on Geometric Design of Highways and Streets and relevant sections of the Delaware Road Design Manual.
- The pavement design will be the sole responsibility of the Proposer. The pavement design shall meet the requirements of Part 3, Appendix A, Concrete Pavement Requirements. The final design will be approved by the DelDOT prior to construction. Portland cement concrete shall be used for the bus loop. All materials used in the pavement design will be tested as per DelDOT's Standard Specifications, Supplemental Specifications, Special Provisions, Plan Notes, and all applicable Manuals within the Department.

B) Parking

- 1) Daily (employees and passengers) and short-term (passenger drop-off and pick-up) parking shall be provided for customers and appropriately located on the site
- 2) Provide parking to support a future +/- 30,000 square foot building
- 3) Provide parking for four ambulances in close proximity to the building. The location of the parking stalls should allow for quick access from the building and timely egress with minimal conflicts with other vehicles. The spaces do not need to be secured or enclosed.

C) Future Building Design

- 1) Design space for the future +/- 30,000 sq. ft. building.
 - Design Development plans for the Ground floor space to be occupied by the transit center to include +/- 3,000 square feet for passenger waiting area with public restrooms, ticketing, and vending machines. Specifications are not required.
 - Schematic Design plans of the remainder of the Ground floor level and Upper floor level(s) (+/- 27,000 square feet) of the building; including leasable space for offices and retail, tenant circulation, and mechanical space. Specifications are not required.
 - **The following shall be provide for both Schematic and Design Development plans:**
 - **Wall thickness and type**
 - **Structural system/grid**
 - **Building core elements – elevators, stairs, restrooms, and major mechanical/electrical spaces**
- 2) Provide a Developed Design of the building: style, type of construction, exterior finish, size (footprint), placement on site, type of foundation, and tie-ins to the passenger canopy. Specifications are not required.
- 3) Clearly define building service access that allows trash removal and deliveries without mixing with or affecting bus operations.

- 4) Construction phasing:
 - How the building can be constructed without interrupting operations;
 - Describe proposed staging areas and all parking, pedestrian, automobile and bus movements/disruptions during building construction.
- D) Stormwater Management
- E) Site Landscaping

2.4 Project-Wide Requirements

The Project includes the following:

- A) Fencing and cameras to provide security
 - 1) Security cameras to provide coverage of all passenger waiting and boarding areas;
- B) Signage and Pavement Markings that include regulatory, pathfinders, informational and real time informational displays. All Signing and Pavement Markings must conform to the standards in the Manual on Uniform Traffic Control Devices (MUTCD) - Federal and Delaware editions. Structural sign supports must comply with AASHTO and Delaware standards;
- C) Safe and efficient accommodations for bicycles and pedestrians in accordance with the Design Criteria, including, but not limited to; bicycle racks and lockers, bike and pedestrian paths between the transit center and surrounding areas in particular the development at Eden Hill, the capital complex, and potential future rail transit station;
- D) Low maintenance landscaping that incorporates plants native to Delaware at the complex;
- E) Roadway lighting design conforming to AASHTO Roadway Lighting Design Guide;
- F) Site Lighting designed so that it can be reduced during non-operating hours;
- G) Development of a Context Sensitive Transit Center Design that creates a sense of place and fits into the surrounding community;
- H) 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 (*Title 29 DelCode Chapter 69 Subchapter V*);
- I) The Proposer shall maintain as-built drawings. DeIDOT 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 DeIDOT. The Proposer shall also maintain as-built drawings of any renovation or changes in site conditions and shall supply DeIDOT copies thereof;
- J) Appropriate circulation patterns for passengers that are; bicycle-safe; American Disabilities Act (ADA) compliant; and provides separation between buses, cars and other vehicular traffic;
- K) Provisions for the positive prevention of vermin/bird habitat/nesting within and on any structure; and
- L) Clearly and fully address the following:
 - 1) Any utility relocations required and how they will be accomplished;
 - 2) Any existing road and/or intersection improvements; and

- 3) Any additional land acquisition required.

2.4.1 **Adjacent and Concurrent Projects**

There are no known adjacent or concurrent projects.

The Department reserves the sole right to unilaterally alter the scope, nature, construction start and completion dates of all future Contracts.

The Design-Builder is hereby alerted and advised that other contracts may be ongoing simultaneously with this Contract. All Contractors, including Design-Builders, shall coordinate and cooperate with the Department and Contractors and/or other Design-Builders working on the associated and/or adjacent contracts in accordance with DB Section 105 – Control of Work in Part 2. Contractors and/or Design-Builders shall not impede or limit access to the work being performed by others. All costs associated with the Design-Builder's coordination and cooperation shall be included in the Lump Sum Contract Price.

2.4.2 **Work Hour Limitations**

The following work hour restrictions shall apply for the duration of the contract:

- Holidays – Scheduled Holidays shall be in accordance with Part 2, DB 101.
Any limitations placed on the Design-Builder by local ordinances.

3.0 **ASSOCIATED WORK**

The Design-Builder shall perform elements of Work in association with the design and construction of the physical components of the Project. The following list is not an exhaustive list, but is representative of the Work required to result in a complete functioning transit center in accordance with the Design-Builder's accepted plans:

- A) Associated aesthetics and landscaping;
- B) Design and construction management;
- C) Coordination with Project stakeholders and other contractors adjacent to the Work (if any);
- D) Design Quality Control and Design Review (*see* Part 2 – DB Section 111);
- E) Construction Quality Control (*see* Part 2 – DB Section 112);
- F) All additional environmental investigations and monitoring associated with or resulting from the Design-Builder's actions;
- G) Maintenance of traffic;
- H) Project safety and security;
- I) All engineering (including, but not limited to, supplemental surveys and geotechnical investigations) in addition to that provided by the Department;
- J) All harmful and hazardous materials remediation created by the design-builder through design and/or construction or as identified in the RFP (none known to exist by the Department);
- K) Drainage, Stormwater Management, and Erosion Control;
 - 1) Storm water management shall be designed for completed built out of the site, including the future building.

AGREEMENT

for

CONTRACT NO. 25-020-01

Federal Aid Project No. ERRA-2009(31)

THIS AGREEMENT, made and executed in quadruplicate, the day, month, and year affixed by the signature of the Department of Transportation's representative.

BY AND BETWEEN THE DELAWARE DEPARTMENT OF TRANSPORTATION (**Department**), a department created under the laws of the State of Delaware, party of the first part, and ~DESIGN-BUILDER NAME~, ~ DESIGN-BUILDER ADDRESS~, ~ DESIGN-BUILDER CITY~, ~ DESIGN-BUILDER STATE~ ~ DESIGN-BUILDER ZIP~ (**Design-Builder**), party of the second part.

WITNESSETH that the **Design-Builder** in consideration of the covenants and agreements herein contained and made by the **Department**, agrees with the **Department** as follows:

ARTICLE ONE. The **Design-Builder** shall and will provide and furnish all the material, machinery, implements, appliances, and tools, and perform the work and labor required as defined in the Project Scope Part 1 of the Contract Documents, in Kent County in the State of Delaware, as shown in the contract documents identified by the signature of the **Design-Builder** and the Secretary of the **Department** or designee and are hereby incorporated by reference as part of this contract. The Contract consists of the "Contract Documents" including, but not limited to, the following:

- A) Part 1 - Project Scope;
- B) Part 1, Appendix A - Agreement (this instrument);
- C) Part 1, Appendix B - Errors and Omissions Policy;
- D) Payment/Performance Bonds;
- E) Part 2 - Design-Build Section 100;
- F) Part 3 - Design Requirements and Performance Specifications;
- G) Part 4 - Design-Build Special Provisions;
- H) Part 5 – Right-of-Way Certification;
- I) Part 6 – Location and Environment Statements; and
- J) Part 7 - **Design-Builder's** Proposal.

For these purposes, all of the provisions contained in the listed Contract Documents are incorporated herein by reference with the same force and effect as though said Contract Documents were herein set out in full.

The **Design-Builder**, after the execution of the Contract and approval of the bond, shall begin work within ten (10) days from the Notice to Proceed, as the Engineer may direct, and have the transit center available for operation no later than April 30, 2011, and shall complete the Contract on or before July 31, 2011.

ARTICLE TWO. It is understood and agreed by and between the parties hereto that all the construction and work included in this Contract is to be done under the direction of the Secretary of the **Department** and that his/her decision as to the true construction and meaning of the proposal, plans and

specifications shall be final.

It is understood and agreed by and between the parties hereto that such additional drawings, plans and specifications as may be necessary to detail and illustrate the work to be done are to be furnished by the Engineer, and they agree to conform to and abide by the same so far as it may be consistent with the purpose and intent of the original proposal, plans and specifications incorporated by reference as part of this Contract as provided in Article One.

ARTICLE THREE. If the construction or work to be done under this Contract shall be abandoned, or if this contract, or any part thereof shall be sublet without the previous written consent of the **Department**, or if the Contract shall be assigned by the **Design-Builder**, otherwise than as herein specified, or if at any time the Director of Transportation Solutions shall be of the opinion, and shall so certify in writing, that the work, or any part thereof, is unnecessarily or unreasonably delayed, or that the **Design-Builder** has violated any provision of this contract, the **Department** may notify the **Design-Builder** to discontinue all work or any part thereof; and thereupon the **Design-Builder** shall discontinue such work or such part thereof as the **Department** may designate, and the **Department** may thereupon, by a Contract or otherwise, as it may determine, complete the work, or such part thereof, and charge the entire expense of so completing the work or part thereof to the **Design-Builder**; and for such completion the **Department** for itself or its contractors, may take possession of or use or cause to be used in the completion of the work or any part thereof, any of such machinery, implements, tools, or materials of any description as shall be bound upon the line of the work, and thereafter accounting for, or paying to the **Design-Builder** a reasonable compensation for the use of the machinery, implements, tools, or materials.

All costs and charges that may be incurred under this article or any damages that should be borne by the **Design-Builder**, shall be withheld or deducted from any moneys then due, or to become due to the **Design-Builder**, under this contract, or any part thereof; and in such accounting the **Department** shall not be held to obtain the lowest cost for the work of completing the Contract or any part thereof, but all sums actually paid therefore shall be charged to the **Design-Builder**. In case the costs and charges incurred are less than the sum which would have been payable under the contract, if the same had been completed by the **Design-Builder**, the **Design-Builder** shall be entitled to receive the difference and in case such cost and charges shall exceed the sum, the **Design-Builder** shall pay the amount of excess to the **Department** for the completion of the work.

ARTICLE FOUR. It is further mutually agreed between the parties hereto that no estimate given or payment made under this Contract shall be conclusive evidence of the performance of this Contract either wholly or in part, and that no payment shall be construed to be an acceptance of defective work or improper materials.

(REMAINDER OF PAGE BLANK.)