

**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201**

NOTICE OF RIDER CONTRACT

TO: Kimley-Horn & Associates, Inc.	DATE ISSUED:	<u>7/8/2021</u>
11400 Commerce Park Drive, Suite 400	CURRENT REFERENCE NO:	<u>22-DES-R-327</u>
Reston, Virginia 20191	CONTRACT TITLE:	<u>ARTBus Feasibility Study</u>

**THIS IS A NOTICE OF A RIDER CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE
VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.**

Arlington rides the Lead Agency's contract referenced below for the goods and services so referenced. The contract documents consist of this notice and terms and conditions of the Lead Agency Agreement including any attachments or amendments thereto.

LEAD AGENCY NAME: COMMONWEALTH OF VIRGINIA DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION

LEAD AGENCY CONTRACT NUMBER: 505-18-CC0009

EFFECTIVE DATE: 7/8/2021

EXPIRES: 6/18/2022

RENEWALS: ONE RENEWAL REMAINING

LIVING WAGE: N

ATTACHMENTS:

EXHIBIT A – COMMONWEALTH OF VIRGINIA DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION CONTRACT NUMBER 505-18-CC0009

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: JOHN BAVOSO

VENDOR TEL. NO.: (703) 870-3628

EMAIL ADDRESS: JOHN.BAVOSO@KIMLEY-HORN.COM

COUNTY CONTACT: DEMETRA MCBRIDE (DES-ENV)

COUNTY TEL. NO.: (703) 228-3612

COUNTY CONTACT EMAIL: DMCBRIDE@ARLINGTONVA.US

DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION
600 EAST MAIN STREET, SUITE 2102
RICHMOND, VA 23219

Jennifer Mitchell
Director

EXHIBIT A - COMMONWEALTH OF VIRGINIA DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION CONTRACT #505-18-CC0009

(804) 786-4440
VIRGINIA RELAY CENTER
1-800-828-1120 (TDD)

June 1, 2021

Mike Harris
Kimley-Horn and Associates, Inc
11400 Commerce Park Drive, Suite 400
Reston, VA 20191

RE: GPC Transit
CONTRACT NO.: 505-18-CC0009

Dear Mr. Harris:

The contract noted above will expire on **June 18, 2021**. If you are willing to renew for an additional one (1) year please forward to me, via e-mail, the acceptance below to renew this contract for the period June 19, 2021 through June 18, 2022. The contract will consist of your original bid, contract renewals, and any modifications to the contract. All other terms and conditions for the renewal will remain the same.

In accordance with the terms and conditions, the Commonwealth may wish to extend this contract for an additional period of one year. If we do not receive your response, in writing, by the date shown below, it may be necessary for us to re-bid the contract in order to meet our required schedule. Please notify the undersigned whether or not you wish to renew this contract.

Please complete this form and return to me no later than June 5, 2021.

Yes ☒ My Company will renew this contract under the same terms and conditions.

No ☐ My Company does not desire to renew this contract.

Persons signing this modification are authorized representatives of each party to this contract and acknowledge that each party agrees to be bound by the terms and conditions of the contract.

CONTRACTOR

Kimley-Horn and Associates, Inc.

Signature: Michael Harris

Name: Michael Harris

Title: Senior Associate

Date: June 1, 2021

AGENCY

Department of Rail and Public Transportation

Signature: Melissa Myers

Name: Melissa Myers

Title: Procurement Officer

Date: June 1, 2021

Sincerely,

Melissa Myers
Procurement Officer



COMMONWEALTH of VIRGINIA

Jennifer L. Mitchell
Director

DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION
600 EAST MAIN STREET, SUITE 2102
RICHMOND, VA 23219-2416

(804) 786-4440
FAX (804) 225-3752
Virginia Relay Center
800-828-1120 (TDD)

STANDARD CONTRACT
Contract Number: 505-18-CC0009

This contract entered into this 23rd day of May, 2018, by Kimley-Horn and Associates, Inc hereinafter called the "Contractor" and Commonwealth of Virginia, Department of Rail and Public Transportation called the "Purchasing Agency."

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the goods/services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: June 19, 2018 through June 18, 2021.

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal dated February 26, 2018:
 - (a) The Statement of Needs,
 - (b) The General Terms and Conditions,
 - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
- (3) The Contractor's Proposal dated March 26, 2018 and the following negotiated modifications to the Proposal, all of which documents are incorporated herein.
- (4) The negotiated and accepted rates dated May 9, 2018

The Contractor agrees to subcontract 23% of the contract to DSBSD-certified small businesses.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

By:

Title:

Michael Horn
Vice President
Kimley Horn

PURCHASING AGENCY:

By:

Title:

Jamie Matley
Director of Budget

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

The Smartest Distance Between Two Points
www.drpt.virginia.gov

REQUEST FOR PROPOSAL

505-18-CC0008

General Planning Consultant Services Contract for Transit Projects in Virginia

There will be an optional pre-proposal conference for this solicitation

March 8, 2018 at 10 a.m

Vendor Registration: In order to receive an award, the firm must be a registered Vendor with eVA.

Note: This public body does not discriminate against faith based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law.



Virginia Department of Rail and Public Transportation

Request for Proposal (RFP) Cover Sheet

RFP #: **505-18-CC0008**

Issue Date: **February 26, 2018**

Title: **General Planning Consultant Services Contract for Transit Projects in Virginia**

Commodity Code: **918-96 Transportation Consulting**

Issuing Agency: **Commonwealth of Virginia
Department of Rail and Public Transportation
600 East Main Street, Suite 2102
Richmond, VA 23219**

Initial Period of Contract: **Three years from date of award**

Proposals
Will be received until: **March 21, 2018
3:00 p.m.**

All inquiries must be
directed in writing to: **Melissa Myers Procurement Officer
melissa.myers@drpt.virginia.gov**

No proposal will be accepted after the closing date and time unless the closing date and time is modified by written addendum. Proposals must be sealed and mailed or hand delivered to the appropriate delivery address identified above.

In compliance with this RFP and all conditions imposed in this RFP, the undersigned firm offers and agrees to furnish the services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation, and hereby certifies that all information provided below and in any schedule attached hereto is true, correct, and complete.

Name and Address of Firm:

_____	_____
_____	Date
_____	_____
_____	Signature in Ink
_____	_____
_____	Printed or Typed Name of Above
FEI/FIN Number	_____
_____	Phone
E-mail	_____
_____	Fax

Note: An Optional Pre-Proposal Conference will be held on March 8, 2018 at 10:00 a.m. See Section VIII for more information.

Small Businesses, Women-Owned Businesses, and Minority-Owned Businesses are encouraged to participate.

REQUEST FOR PROPOSAL

General Planning Consultant Services Contract for Transit Projects in Virginia

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General Planning Consultant Services Contract for Transit Projects in Virginia (Transit GPC)

I. CONTRACT AMOUNT AND TERM

The initial contract term shall be for a period of three years, renewable for up to two successive one-year periods. The compensation of this contract is estimated to be \$15,000,000 (to be divided among qualified firms). The effective date of the contract will be determined at time of award.

II. PURPOSE

The Department of Rail and Public Transportation (DRPT), an agency of the Commonwealth of Virginia, is issuing this Request for Proposal (RFP) to solicit sealed proposals for the purchase of General Planning Consultant Services related to DRPT's transit and transportation demand management (TDM) programs, projects, and initiatives. **It is the intent of DRPT to award to multiple qualified firms.**

III. BACKGROUND

DRPT is an agency of the Commonwealth of Virginia created in 1992. DRPT's mission is to improve the mobility of people and goods while expanding transportation choices in the Commonwealth. DRPT consists of the Director's office and two divisions: (1) Rail and Transit and (2) Finance and Administration.

DRPT's Rail Division assists passenger rail operations, freight rail operations, planning and special projects. Passenger and freight rail operations involve coordinating with both public and private entities to enhance rail operations, planning and development. Rail Planning involves providing input on state and federal rail policy and regulations, track abandonment, freight and passenger rail feasibility analysis, identification of freight rail needs, and updates to state rail studies, maps and plans. Rail special projects include demand analysis for passenger rail studies, rail capacity analysis, and coordinating with local and regional transportation authorities on rail modeling issues and intermodal studies.

The Public Transportation Division assists 41 public transit agencies, 76 human service providers and 18 commuter assistance agencies that combined provide nearly 200 million annual trips. Transit demand management (TDM) services are provided through a unique partnership between DRPT, 18 local commuter assistance programs, Metropolitan Planning Organizations, various Transportation Management Associations (TMAs) and the Virginia Department of Transportation (VDOT). DRPT also provides technical and financial support to local commuter assistance agencies through grant programs, research, training, and marketing assistance. DRPT also operates the statewide Telework!VA program that promotes telework and provides resources and technical assistance to businesses in Virginia to start or expand telework policies for their employees.

The Finance and Administration Division is responsible for administering agency funds that empower our grantees to deliver efficient, effective transportation services. DRPT has a complex accounting environment utilizing 15 funds to account for 2000 open grants and projects involving the activities of approximately 75 grantees. DRPT is a funding and technical assistance participant in projects that combine federal, state, and local funding.

IV. STATEMENT OF NEEDS

The scope of work to be provided under this contract may cover the full range of activities required by federal, state, regional and local processes for public transportation and congestion management planning and projects. These activities include: project feasibility/identification, environmental analysis, public participation, marketing, research, surveying, financial planning, strategic planning/capital investment planning, operations planning and analysis, project/program evaluation, performance measurement, safety and security, short-range plan and program development, compliance with FTA rules and regulations, technical assistance to implement TDM programs, and training and technology/Intelligent Transportation Systems (ITS).

Potential Services to be provided for Transit

1. **Project Feasibility/Identification and Alternatives Analysis** – Conduct planning studies for rail and bus transit and congestion management projects as directed that meet federal, state, regional and local processes. Develop demand or market forecasts including utilizing transportation forecasting models when required. Develop alternatives for analysis and capital cost estimates necessary to support planning studies. Develop operating scenarios utilizing operational models and other tools and estimate operating costs and revenues.
2. **Environmental Analysis** – Recipients of federal funds must ensure that projects are in compliance with all environmental laws regardless of which federal agency authorizes the funding (i.e., Federal Transit Administration or Federal Highway Administration). Must be able to conduct in whole or in part, categorical exclusions, environmental assessments, environmental impact statements, and alternatives analyses, as required by the National Environmental Policy Act (NEPA) as amended (42 U.S.C. § 4321 *et seq.* and 23 C.F.R. pt. 771).
3. **Public Participation** – Establish and implement comprehensive public participation programs and outreach activities for planning studies and projects that meet the requirements of federal, state, regional and local processes.
4. **Marketing and Promotion** – Develop, produce and implement marketing and promotion of transit and commuter assistance programs and services.
5. **Research and Surveying** – Conduct statewide or regional market research and consumer surveying to measure the performance and evaluate transit and TDM/Commuter Assistance programs and services in the Commonwealth, and collect data on various aspects of transportation. Such aspects could include: commute mode split; program awareness; satisfaction with transit or commuter assistance services; measurement of vanpooling, carpooling and teleworking; reasons for mode choice; and likelihood of use of new services.
6. **Financial Planning and Analysis** - Conduct financial studies as directed. Evaluate capital and operating and maintenance funding sources and options, including various financing tools. Develop project expenditure and cash flow forecasts. Assist recipients in the development of Cost allocation plans / Indirect Cost Rate plans, meeting the requirements of FTA guidelines.
7. **Strategic Planning/Capital Investment Planning** – Assist in the development of strategic and/or capital investment plans for DRPT and other authorized users as directed.
8. **Operations Planning and Analysis** – Review and conduct comprehensive operations planning and analysis for DRPT and other authorized users as directed. Develop demand or market forecasts

including utilizing transportation forecasting models when required. Develop operating scenarios utilizing operational models and other tools and estimate operating costs and revenues. Assist DRPT in updating Coordinated Human Service Plans.

9. **Technical Assistance** – DRPT operates the statewide Telework!VA program and sometimes implements other TDM programs. For these programs, technical assistance is needed to provide direct assistance to employers to help them implement telework programs, employee commute benefits and form vanpools.
10. **Project Evaluation** – Develop and implement evaluation programs that analyze the effectiveness, success and results of DRPT programs and projects. Develop methodologies for project prioritization based on quantifiable metrics and outcomes.
11. **Safety and Security** – Conduct safety and security assessments of transit operators, evaluate system safety plans, conduct safety and security training and exercises for transit operators as requested.
12. **Short-Range Plan and Program Development** – Prepare updates to Transit Development Plans and Transportation Demand Management (TDM) Plans to identify needs and required resources for modifying/enhancing services and provide a basis for evaluating funding requests.
13. **Training** – Assist with developing training materials and conducting training courses for DRPT and other authorized users that are related to DRPT programs and industry specific issues.
14. **Technology/ITS** – Assist DRPT in the evaluation of technology products and systems designed to improve the efficiency and effectiveness of DRPT and other authorized users, including various Information Technology solutions and Intelligent Transportation Systems.
15. **Data Development, Analysis, and Maintenance** – Assist DRPT with the development, analysis and maintenance of in-house data and databases, including geospatial data, ridership data, and survey data. Assist DRPT in establishing a working geodatabase for transit and TDM data and work with DRPT's partners to create, collect, or maintain data as needed.
16. **Compliance with FTA rules and regulations** – Assist DRPT in development of procurement policies and procedures, incorporating FTA and VA requirements. Assist DRPT and recipients with implementation of FTA Civil Rights requirements. Conduct triennial compliance reviews for FTA Section 5310, 5311 and 5339 sub-recipients.
17. **Program Management** – Assist DRPT in the management and implementation of transit, human service, and commuter assistance programs. Develop and track performance metrics, suggest performance improvements, and monitor outcomes.

V. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

PROPOSED PROCUREMENT SCHEDULE:

Issue Date of RFP	February 26, 2018
Pre-Proposal Conference	March 8, 2018
Deadline for receipt of Proposals	March 21, 2018
Oral Presentations (if needed)	Week of April 23, 2018 **
Negotiations	Week of May 3, 2018 **
Proposed Contract Award	May 19, 2018 **
** These dates may change	

GENERAL REQUIREMENTS

1. RFP Response

The Offeror ("Offeror") is the firm submitting the proposal, and for Federal Terms and Conditions, means Contractor as normally used in those terms and conditions. In order to be considered for selection, Offerors must submit a complete sealed written response to this RFP. One original of each proposal and three copies, each of which are marked "Copy," must be submitted to DRPT in addition to one electronic version on a flash drive.

Proprietary information must be clearly marked as proprietary prior to submittal. If the Offeror wishes to submit a version of the proposal that has proprietary information redacted, the redacted version must be submitted in electronic format on a flash drive and must redact all proprietary information. Section numbers which are redacted must be identified as follows: Example: Section 3, paragraph B: "Redacted." The Offeror is responsible for ensuring that the redacted version of the proposal is carefully edited, altered, and refined in order to protect and maintain complete confidentiality of protected information.

No other distribution of the written proposal shall be made by the Offeror.

The signed proposal must be returned in an envelope or package, sealed and identified as follows:

From: _____	3/21/2018	3:00 p.m.
Name of Offeror	Due Date	Time
_____	505-18-CC0008	
Street or Box Number	RFP No.	
_____	Transit GPC	
City, State, Zip Code	RFP Title	

Name of Contract/Purchase Officer or Buyer **Melissa Myers**

Proposals must be received at the following location by March 21, 2018 at 3:00p.m

Commonwealth of Virginia
Department of Rail and Public Transportation
600 East Main Street, Suite 2102
Richmond, VA 23219

In addition, the Offeror may be required to make a subsequent oral presentation detailing how the Offeror would approach the specific program objectives outlined in the Statement of Needs.

DRPT reserves the right to ask any Offeror to submit information missing from its offer, to clarify its offer, and to submit additional information which DRPT deems desirable, and does not affect quality, quantity, price or delivery.

2. Written Proposal Preparation

- A.** Proposals shall be signed by an authorized representative of the Offeror. All information requested must be submitted. Failure to submit all information requested may result in DRPT requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals, which are substantially incomplete or lack key information, may be rejected by DRPT at its discretion.
- B.** Proposals must be organized in the order in which the requirements are presented in the RFP. All pages of the proposal must be numbered. Each paragraph in the proposal must reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter must be repeated at the top of the next page. The proposal must contain a table of contents which cross-references the RFP requirements. Information which the

Offeror desires to present that does not fall within any of the requirements of the RFP must be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

- C.** Proposals should be prepared simply and economically, providing straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. Each copy of the proposal must be in a single volume where practical. Elaborate brochures and other representations beyond that sufficient to present a complete and effective proposal are neither required nor desired. **No proposal, in its entirety, should exceed 100 pages one-sided.**

SPECIFIC PROPOSAL REQUIREMENTS

Proposals must be as thorough and detailed as possible so that DRPT may properly evaluate the Offeror's capabilities to provide the required services. Offerors are required to submit the following items in order for their proposal to be considered complete.

Proposals shall be binding upon the Offeror for 120 days following the proposal due date. If the proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled. Every effort will be made by DRPT to provide status information during the selection process.

RFP Cover Sheet – The RFP Cover Sheet which is page two of this RFP shall be completely filled out and signed as required.

State Corporation Commission (SCC) Identification Number – See Attachment B - Special Terms and Conditions for the SCC Identification Number reporting requirement.

Tab 1 Understanding of Work and Plan for Providing Services – The Offeror must provide a detailed description of its understanding of the services to be provided with descriptions of the approach and procedures employed on similar projects elsewhere. The Offeror must describe the process it will follow to respond to a specific purchase order request from DRPT. The Offeror must also describe the management procedures it will follow to oversee work by its personnel and work by subcontractors on multiple purchase orders simultaneously.

Tab 2 Experience and Qualifications – The Offeror must describe the skills and qualifications it has available to perform the various types of tasks described in the Statement of Needs. The key personnel who could be assigned to these various tasks must be identified. The Offeror must demonstrate that it has sufficient personnel with the various types of skills needed to staff the purchase orders when needed. The Offeror shall provide all of the following information concerning its company, subcontractor and personnel qualifications.

- A. A detailed statement indicating the organizational structure under which the firm proposes to conduct business. If more than one firm is involved in this project, state the type of arrangement between the firms and the percentage of work to be performed by each.
- B. A list of the key personnel including subcontractors who could be assigned to the various tasks identified. Give the relevant experience record of each and include resumes and any certifications.
- C. A list of references to include name, address, telephone number, email address, project, and dollar amount of project.
- D. A Certificate of Insurance with at least the minimum amount of coverage cited in the Insurance clause in Attachment A - Required General Terms and Conditions of the RFP.

Tab 3 Virginia Department of Small Business and Supplier Diversity (DSBSD) Small Businesses, Women-Owned Businesses, and Minority-Owned Businesses (SWAM) Participation – The Offeror shall indicate the percentage of DSBSD SWAM participation and specify the types of work to be performed by DSBSD SWAM subcontractors. In order to be considered for the selection of this RFP, the Offeror must include Attachment C - Small Business Subcontracting Plan in each copy of the proposal.

- A. If the Offeror on the contract is a DSBSD-certified small business, the Offeror shall indicate such in Section A of Attachment C. This shall include DSBSD-certified women-owned and minority-owned businesses that meet the small business definition and have received the DSBSD small-business certification.
- B. If the Offeror is not a DSBSD-certified small business, the Offeror is required to identify the portions of the contract the Offeror plans to subcontract to DSBSD-certified small business by completing and returning Section B of Attachment C.
- C. If the Offeror is not a DSBSD-certified small business and cannot practicably subcontract any portion of the requirements being solicited, in order to be considered responsive to the solicitation,

the non DSBSD-certified Offeror must document on Attachment C, section C, past efforts made to provide subcontracting opportunities to DSBSD-certified small businesses for other contracts within the past 24 months.

All DSBSD SWAM Offerors or subcontractors must be certified with DSBSD. If the Offeror or subcontractor is not certified, they must demonstrate that they are eligible to be certified, and must receive such certification prior to the solicitation due date. DSBSD can be contacted at (804) 786-5560. The DSBSD SWAM goal for this contract is 15 percent. If the prime Offeror is DSBSD SWAM certified, they will receive full credit for planned involvement.

Tab 4 Contact Person – The primary Offeror must identify the name, telephone number and e-mail address for the contact person who will be responsible for coordinating the efforts and personnel of all parties and/or subcontractor involved in the proposal.

Tab 5 Staffing and Pricing Plan – Offerors shall identify all staff positions by person and **actual** hourly rates (base rate, overhead and profit listed separately along with the total rate) in Attachment D - Price Schedule for the 12 potential services described in the Statement of Needs, and listed pursuant to Tab 2 to be fully loaded with all direct salaries and general overhead. Final pricing/rates will be addressed in the negotiation phase. Transportation costs, travel, and per diem rates must not be included in determining the fixed billable hourly rates. Proposals must provide for a diversity of team members and hourly rates, given the varied nature of the potential work assignments under this contract.

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA - Multiple Offerors will be qualified and selected by DRPT's Selection Committee based on the following weighted criteria:

<u>FOR SERVICES</u>	<u>POINT VALUE</u>
1. Project management and communication experience and/or quality of previous project management services rendered (including ability to complete task orders on time and within budget, proper invoicing, and Quality Assurance / Quality Control procedures)	10 points
2. Experience with development of major capital transit projects, NEPA, multimodal corridor studies, and transit operations planning and analysis	10 points
3. Experience with regional and statewide transit and TDM planning, performance measurement, and transportation/land use planning	10 points
4. Qualifications and availability of proposed staff and resources to perform potential tasks	30 points
5. Experience with public outreach, marketing, and training	10 points
6. Commitment to DSBSD SWAM Utilization	20 points
7. Price	10 points

B AWARD TO MULTIPLE OFFERORS - DRPT reserves the right to make multiple awards as a result of this solicitation. Selection shall be made of multiple Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation criteria included in the RFP. Negotiations shall be conducted with the Offerors selected. After negotiations have been conducted with each Offeror selected, the agency shall select the Offerors, which, in its opinion, have made the best proposal and shall award the contract to those Offerors. Should DRPT determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

C. AWARD DOCUMENTS AND CANCELLATION - The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and of the Offeror's proposal as negotiated. In the event there is a conflict between the Offeror's proposal and the requirements, terms, and conditions of the solicitation, the requirements, terms, and conditions of the solicitation shall apply.

DRPT may cancel this RFP or reject proposals at any time prior to an award and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. (*Code of Virginia* § 2.2-4359(D).)

D. DELAYS IN AWARD: Delays in award of a contract beyond the anticipated starting date may result in a change in the contract period indicated in the solicitation. If this situation occurs, DRPT reserves the right to award a contract covering the period equal to or less than the initial term indicated in the solicitation.

E. PROTEST OF AWARD: An Offeror wishing to protest an award or a decision to award a contract must submit a written protest to the DRPT Purchasing Division, 600 East Main Street, Suite 2102, Richmond, Virginia 23219, no later than 10 days after public notice of award or announcement of the decision to award, whichever occurs first. The public notice will be in the area designated for solicitation/proposal and award notices. The protest must include the basis for the protest and the relief sought. Within 10 days after receipt of the protest, the Chief Financial Officer (CFO) will issue a written decision stating the reasons for the action taken. This decision is final unless within 10 days after receipt of such decision, the Offeror institutes legal action as provided in the *Code of Virginia*.

VII. REPORTING AND DELIVERY REQUIREMENTS

A. TASK ORDERS - Work associated with this contract must be conducted within an approved task order for which a purchase order will be issued and authorized by the DRPT Procurement Manager. No work is authorized to begin until a purchase order has been issued through eVA. The Offeror and DRPT are expected to negotiate the scope, budget, schedule and deliverables for each task and the manner in which payment will be made. The payment method must be agreed to and documented within the task order. The Offeror is fully expected to strictly adhere to the mutually agreed upon levels of effort and costs and complete the scope of work within the agreed upon budget and schedule. The Offeror will not be compensated for unauthorized work performed outside the approved scope of work.

- a. Fully loaded fixed hourly rates proposed and accepted via the Offeror initial response to the RFP and included in any negotiated Offeror responses may be used in individual task orders; however, the total quantity of hours, the job category, and the related project work plans for any work efforts may be subject to negotiations.

- b. Once fixed price task order project work plans are approved by DRPT, a task order may be issued to the selected Offeror specifying the maximum hours allowed by job category.
- c. To provide the most flexibility in work assignments, task orders may be issued as fixed price task orders or time and materials (fixed billable hourly rates) task orders. Task orders may have a combination of attributes listed above.

B. TASK ORDER SCHEDULE - The Offeror is required to develop a detailed task schedule as part of the task order. Once fixed priced task order activities have been defined at the time of task order initiation, their relationships shall be identified, start and end dates set, and budget controls established. At the sole discretion of DRPT, the task order completion date may be extended past the originally agreed upon completion date. Extension requests must be sent to the DRPT Procurement Manager and Program Manager no later than 30 days before the original completion date.

C. PROGRESS REPORTS – Offerors must meet all due dates on all tasks assigned. To provide feedback to DRPT concerning this requirement, the Offeror shall submit monthly progress reports providing detailed information on the status of the work effort on each of the various project tasks. The progress reports shall include total authorized funds and expended funds to date. It shall summarize all work efforts in the reporting period including personnel and hourly utilization. It shall also discuss any anticipated difficulties and proposed resolution.

D. SWAM AND OTHER REPORTING REQUIREMENTS – See Attachment B - Special Terms and Conditions for additional reporting requirements.

E. MEETINGS AND REVIEWS - DRPT may hold an initial conference with the Offeror at a place and time selected by DRPT for the purpose of reviewing the Offeror's schedules, procedures, methods, and to clarify any ambiguities that may then exist. The Offeror's Principal Officer and others requested by DRPT shall attend the conference. DRPT may request additional reviews during the contract period to evaluate vendor performance and provide feedback.

VIII. OPTIONAL PRE-PROPOSAL CONFERENCE - There will be an optional pre-proposal conference for this RFP on **March 8, 2018 at 10a.m.** in the Main Street Centre building located at 600 E. Main Street, 1st Floor, Richmond, Virginia 23219, Conference Room 101. The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation. The telephone number for directions to the conference location is 804-786-4440. While firms are not required to attend this pre-proposal conference in order to submit a response to this solicitation, attendance is strongly recommended.

Any changes resulting from this conference will be issued as a written addendum to the RFP.

IX. REQUIRED GENERAL TERMS AND CONDITIONS - Please see Attachment A - Required General Terms and Conditions.

X. SPECIAL TERMS AND CONDITIONS - Please see Attachment B - Special Terms and Conditions.

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Attachment A

REQUIRED GENERAL TERMS AND CONDITIONS

1.

VENDORS MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under “Vendors Manual” on the vendors tab.

B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

C. **ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
- e. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.

2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or

inducements from any other (bidder/offeree), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** Applicable for all contracts over \$10,000:

By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

F. **DEBARMENT STATUS:** By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.

If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs** (Insert wording below appropriate to the solicitation type as indicated):

1. **(For Invitation For Bids):** Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
2. **(For Request For Proposals):** Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

I. **CLARIFICATION OF TERMS:** If any prospective (bidder/offeree) has questions about the specifications or other solicitation documents, the prospective (bidder/offeree) should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. **PAYMENT:**

1. **To Prime Contractor:**

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.

- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the Commonwealth shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia*, § 2.2-4351,. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. Within seven (7) days of the contractor's receipt of payment from the Commonwealth, a contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, *APPLICABLE LAWS AND COURTS*, *ANTI-DISCRIMINATION*, *ETHICS IN PUBLIC CONTRACTING*, *IMMIGRATION REFORM AND CONTROL ACT OF 1986*, *DEBARMENT STATUS*, *ANTITRUST*, *MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS*, *CLARIFICATION OF TERMS*, *PAYMENT* shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. **QUALIFICATIONS OF (BIDDERS/OFFERORS):** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeree) to perform the services/furnish the goods and the (bidder/offeree) shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect (bidder's/offeree's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeree's) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeree) fails to satisfy the Commonwealth that such (bidder/offeree) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

If sales or deliveries against the contract are not exempt, the contractor shall be responsible for the payment of such taxes unless the tax law specifically imposes the tax upon the buying entity and prohibits the contractor from offering a tax-included price.

(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)

- R. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offerors) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the

purpose intended, shall be accepted. The (bidder/offeree) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder/offeree) clearly indicates in its (bid/proposal) that the product offered is an equivalent product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.

(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)

- S. **TRANSPORTATION AND PACKAGING:** By submitting their (bids/proposals), all (bidders/offerees) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)

- T. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)

Profession/Service

Limits

Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.)	\$2,150,000 per occurrence, \$4,250,000 aggregate
(Limits increase each July 1 through fiscal year 2031 per	<i>Code of Virginia</i> § 8.01-581.15.)
Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

*** When Used: FOR CONSTRUCTION, SERVICE CONTRACTS AND GOODS CONTRACTS WHEN INSTALLATION IS REQUIRED - Required in all solicitations where a contractor will perform work or services in or on state facilities. The limits are minimums and may be increased. The Department of Treasury, Division of Risk Management (804-786-3152) should be contacted when other types of coverage may be required or when in doubt as to the need for other limits. When soliciting one of the Professions/Services listed above include the Professional Liability/Errors and Omissions coverage and limits as shown. When not soliciting one of these Professions/Services, omit the required coverages section from the General Terms and Conditions boilerplate.**

- U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA VBO (www.eva.virginia.gov) for a minimum of 10 days.

- V. **DRUG-FREE WORKPLACE:** Applicable for all contracts over \$10,000:

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- W. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

- X. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:** The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

- a. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:
 - (i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.
- b. Refer to Special Term and Condition "eVA Orders and Contracts" to identify the number of purchase orders that will be issued as a result of this solicitation/contract with the eVA transaction fee specified above assessed for each order.

For orders issued prior to July 1, 2014, the vendor transaction fees can be found at www.eVA.virginia.gov.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 60 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- Y. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent that the legislature has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.
- Z. **SET-ASIDES IN ACCORDANCE WITH THE SMALL BUSINESS ENHANCEMENT AWARD PRIORITY:** This solicitation is set-aside for award priority to DSBSD-certified micro businesses or small businesses when designated as “Micro Business Set-Aside Award Priority” or “Small Business Set-Aside Award Priority” accordingly in the solicitation. DSBSD-certified micro businesses or small businesses also includes DSBSD-certified women-owned and minority-owned businesses when they have received the DSBSD small business certification. For purposes of award, bidders/offerors shall be deemed micro businesses or small businesses if and only if they are certified as such by DSBSD on the due date for receipt of bids/proposals.
- AA. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.
- BB. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

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ATTACHMENT B

SPECIAL TERMS AND CONDITIONS

1. CHANGES TO THE RATES ON THE PRICE SCHEDULE: Rates may be revised by mutual agreement of the Department of Rail and Public Transportation (DRPT) and the Offeror 60 days prior to the renewal periods starting date. If DRPT elects to exercise the option to revise rates for the two one-year renewal periods the contract prices for the increase shall not exceed the contract prices stated for the third year of the original contract increased/decreased by more than the percentage increase/decrease of the Services Category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest 12 months for which statistics are available. The Offeror shall convey in writing its request to raise/lower prices to DRPT no later than 60 days prior to the renewal periods starting date. Applications for price increases shall be substantiated in writing with the request. DRPT shall have sole discretion in its decision to allow price increases.

2. RENEWAL OF CONTRACT: This contract may be renewed upon written agreement of both parties for two successive one-year periods, under the terms of the current contract, at approximately 60 days prior to the expiration.

3. CANCELLATION OF CONTRACT: DRPT reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Offeror. After the initial three-year contract period, the resulting contract may be terminated by either party, without penalty, upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Offeror of the obligation to deliver any outstanding orders issued prior to the effective date of cancellation.

4. AUDIT: The Offeror shall retain all books, records, and other documents relative to this contract for five years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. DRPT, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

5. KEY PERSONNEL/SUBCONTRACTOR: People identified in terms of this RFP as “key personnel” who will work on the service contract, must continue to work on this contract for its duration so long as they continue to be employed by the Offeror unless removed from work on the contract with the consent of DRPT. DRPT reserves the right to approve any personnel or subcontractor proposed for the work described in this RFP and/or any subsequent purchase order resulting from this RFP. DRPT will provide written justification to the Offeror when approval is not granted. DRPT will provide the Offeror with copies of all written approvals.

6. PRIME OFFEROR RESPONSIBILITIES FOR SUBCONTRACTS: No portion of the work shall be subcontracted with a subcontractor not already included on the contract without a prior request from the Offeror and written consent of the DRPT Procurement Manager. In the event that the Offeror desires to subcontract some part of the work specified herein, the Offeror shall furnish the Procurement Manager and Program Manager with the names, qualifications and experience of their proposed subcontractors. The Offeror shall, however, remain fully liable and responsible for the work to be done by its subcontractors and shall assure compliance with all requirements of the contract.

7. ADDITIONAL USERS OF CONTRACT: This procurement is being conducted on behalf of all agencies/facilities within the Transportation Secretariat and on behalf of grantees (Agencies Funded by DRPT). Grantees may be added or deleted at anytime during the period of the contract only by written contract modification issued by DRPT. Such modification shall name the specific grantee added or deleted and the effective date. The Offeror shall not honor an order citing the resulting contract unless the ordering entity has been added by written contract modification.

8. REPORT OF ORDERS RECEIVED FROM ADDITIONAL USERS: The Offeror shall provide Attachment G - Report of Orders Received from Additional Users to DRPT quarterly. This report shall reflect orders received from additional users on the contract for the respective quarter. The Offeror must remit the report within 15 days after the end of each quarterly calendar reporting period even if there was no activity.

9. SMALL BUSINESS SUBCONTRACTING PLAN AND EVIDENCE OF COMPLIANCE:

Each prime Offeror who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to DRPT on a monthly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. The Offeror shall use Attachment E - Monthly SWAM Report or other form approved by DRPT to report amounts paid to SWAM businesses on a monthly basis as well as paid to date. Said attachment or other approved form shall be submitted by the 15th of the month for the prior month to Ashley Nusbaum, Purchasing Manager, at ashley.nusbaum@drpt.virginia.gov. When such business has been subcontracted to these firms and upon completion of the contract, the Offeror agrees to furnish the purchasing office at a minimum the following information: name of firm with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment may be withheld until compliance with the plan is received and confirmed by the agency or institution. DRPT reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

10. DISADVANTAGED BUSINESS ENTERPRISES (DBE) SUBCONTRACTOR REPORT: The Offeror shall provide to DRPT quarterly Attachment H - DBE Subcontractor Report. This report shall reflect DBE related information on subcontractors utilized on the contract. The Offeror must remit the report within 15 days after the end of each quarterly calendar reporting period.

11. APPROPRIATE LICENSURE, CERTIFICATIONS, AND/OR CREDENTIALS: The Offeror must submit copies of appropriate licensure, certifications, and/or credentials subsequently upon award and as requested by DRPT.

12. CLAIMS: The Offeror shall be responsible for all damage and expense to person or property caused by its negligent activities including, without limitation, those which it chooses to deliver through its subcontractors, agents or employees, in connection with the services required under this Agreement. Further, it is expressly understood that the Offeror shall defend and hold harmless the Commonwealth of Virginia, DRPT, its officers, agents, employees and any other authorized users from and against any and all damages, claims, suits, judgments, expenses, actions, and costs of every name and description caused by any negligent act or omission in the performance by the Offeror, including, without limitation, those which it chooses to deliver through its subcontractors, agents or employees, of the services under this Agreement.

13. CONTRACTUAL CLAIMS AND DISPUTES: Contractual claims arising after final payment shall be governed by § 2.2-4363(A) of the *Code of Virginia*. Claims shall be submitted to the Director of DRPT who will render a decision within 30 days. Contractual disputes arising during the course of performance shall be submitted to the CFO of DRPT who will make a decision in 30 working days, which will be final. Vendors will not be precluded from filing a claim at the conclusion of performance as a result of the decision made during the course of contract performance.

14. ADVERTISEMENT: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to DRPT will be used in product literature. The Offeror shall not state in any of its advertising or product literature that DRPT has purchased or uses any of its products or services, and the Offeror shall not include DRPT in any client list in advertising and promotional materials.

15. INTELLECTUAL PROPERTY RIGHTS: DRPT shall have exclusive rights to all data and intellectual property generated in the course of the project. Intellectual property includes all inventions subject to the United States (U.S.) Patent System. This shall be inclusive but not limited to, new processes, materials, compounds and chemicals, and all creations subject to the U.S. Copyright Act of 1976, as amended, including but not limited to printed material, software, drawings, blueprints, and compilations such as electronic databases. Furthermore, DRPT shall have all rights, title, and interest in or to any invention reduced to practice pursuant to a resulting contract. Proposals shall recognize the requirements of public sector agencies and of public policy generally, including the Freedom of Information Act, State statutes and agency rules on release of public records, and data confidentiality.

All copyright material created pursuant to this contract shall be considered work made for hire and shall belong exclusively to DRPT. Neither DRPT, nor the Offeror intends that any copyright material created pursuant to the contract, together with any other copyright material with which it may be combined or used, be a “joint work” under the copyright laws. In the case that either in whole or part of any such copyright material not be deemed work made for hire, or is deemed a joint work, then Offeror agrees to assign and does hereby irrevocably assign its copyright interest therein to DRPT. DRPT may reasonably request documents required for the purpose of acknowledging or implementing such assignment.

The Offeror warrants that no individual, other than regular employees and subcontractors of the Offeror, DRPT regular employees, agents, or assigns or additional users, while working within the scope of their employment or contracted duty, shall participate in the creation of any intellectual property pursuant to the contract. If this situation should arise, such individual and his or her employer, if any, must agree in writing to assign the intellectual property rights, as described herein, for work performed under this contract to DRPT either directly or through the Offeror.

DRPT shall have all rights, title and interest in or to any invention reduced to practice pursuant to this contract. The Offeror shall not patent any invention conceived in the course of performing this contract. The Offeror hereby agrees that, notwithstanding anything else in this contract, in the event of any breach of this contract by DRPT, the remedies of the Offeror shall not include any right to rescind or otherwise revoke or invalidate the provisions of this section. Similarly, no termination of this contract by DRPT shall have the effect of rescinding the provisions of this section.

DRPT is only entitled to the intellectual property rights for deliverables and associated documentation produced by the Offeror for which DRPT has fully paid the Offeror as the contract is completed or as the contract is terminated for any reason.

Copyright or pre-existing work of the Offeror shall remain the property of the Offeror. The Offeror grants to DRPT a perpetual, royalty-free, irrevocable, worldwide, non-exclusive license to use such pre-existing work in connection with exercising the rights of ownership granted to DRPT pursuant to this section.

Notwithstanding anything herein to the contrary, DRPT acknowledges that as part of the Offeror’s provision of services hereunder, the Offeror may license third-party software or acquire proprietary works of authorship (collectively referred to as “products”), which have been developed by third parties. DRPT must approve the third-party license agreements and the acquisition of these third-party products prior to their use by the Offeror and DRPT agrees that these products will remain the sole property of the third party.

The Offeror shall grant DRPT license to use all software developed by the Offeror under this contract in other applications within Virginia as DRPT sees fit. Should the Offeror desire to re-use software developed under this contract for other projects (both DRPT contracts and others), DRPT must be notified in writing 60 days prior to such use. Furthermore, DRPT shall be justly compensated for the re-use of such software.

Compensation shall be negotiated and agreed upon prior to DRPT releasing software rights. Typically, DRPT prefers increased software capabilities and/or functionality instead of monetary compensation.

16. PATENT RIGHTS: If any invention, improvement or discovery of the Offeror or any of its subcontractors is conceived or first actually reduced to practice in the course of or under this project which invention, improvement or discovery may be patentable under the Patent Laws of the United States of America or any foreign country, the Offeror shall immediately notify DRPT and provide a detailed report. The rights and responsibilities of the Offeror, its subcontractors, and DRPT with respect to such invention will be determined in accordance with applicable Federal laws, regulations, policies, and waivers thereof.

17. PROTECTION OF PERSONS AND PROPERTY:

- A. The Offeror expressly undertakes both directly and through its subcontractors, to take every precaution at all times for the protection of persons and property which may come on the building site or be affected by the Offeror's operation in connection with the work.
- B. The Offeror shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.
- C. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the *Code of Virginia* shall apply to all work under this contract.
- D. The Offeror shall continuously maintain adequate protection of all work from damage and shall protect the owner's property from injury or loss arising in connection with this contract. The Offeror should make good any such damage, injury, or loss, except such as may be directly due to errors in the contract documents or caused by agents or employees of the owner. The Offeror shall adequately protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. The Offeror shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by public authorities, local conditions, any of the contract documents or erected for the fulfillment of his obligations for the protection of persons and property.
- E. In an emergency affecting the safety or life of persons or of the work, or of the adjoining property, the Offeror, without special instruction or authorization from the owner, shall act, at its discretion, to prevent such threatened loss or injury. Also, should the Offeror, to prevent threatened loss or injury, be instructed or authorized to act by the owner, the Offeror shall so act immediately, without appeal. Any additional compensation or extension of time claimed by the Offeror on account of any emergency work shall be determined as provided by Attachment A – Required General Terms and Conditions.

18. MANNER OF CONDUCTING WORK AT JOB SITE: All work shall be performed according to the industry standards and to the complete satisfaction of DRPT.

- A. The Offeror shall be responsible for the conduct of all personnel while at the job site. All personnel involved with the work shall obey all rules and regulations of DRPT.
- B. Sexual harassment of any employee, DRPT or Offeror, will not be tolerated and is to be reported immediately to the DRPT Program Manager.

All work to be conducted by the Offeror in any facility shall be coordinated in advance with the DRPT Program Manager. If applicable, the Offeror shall coordinate his/her work efforts with other existing

Offeror/agency work efforts through the DRPT Program Manager. All Offeror work shall take place on non-holiday weekdays between the hours of 8:00 A.M. and 5:00 P.M, unless otherwise approved by the DRPT Program Manager.

19. POLICY OF EQUAL EMPLOYMENT: DRPT is an equal opportunity/affirmative action employer. DRPT encourages all vendors to establish and maintain a policy to ensure equal opportunity employment.

20. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to Code of Virginia, §2.2-4311.2 subsection B, an offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its proposal the identification number issued to it by the State Corporation Commission (SCC). Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its proposal a statement describing why the offeror is not required to be so authorized. Indicate the above information Attachment I – SCC Form. Offeror agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation Attachment I - SCC Form) is streamlined and not definitive, and the Commonwealth’s use and acceptance of such form, or its acceptance of Offeror’s statement describing why the Offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Offeror as demonstrating compliance.

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ATTACHMENT C

Virginia Department of Small Business and Supplier Diversity (SBSD) SMALL BUSINESS SUBCONTRACTING PLAN

Definitions

Small Business: Small business means a business, independently owned or operated by one or more persons who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law, which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Note: This shall not exclude DSBSD-certified women-owned and DSBSD-certified minority-owned businesses when they have received DSBSD small business certification.

Women-Owned Business: Women-owned business means a business concern that is at least 51 percent owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

Minority-Owned Business: Minority-owned business means a business concern that is at least 51 percent owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

All small businesses must be certified by DSBSD by the due date of the solicitation to participate in the Small Businesses, Women-Owned Businesses, and Minority-Owned Businesses (SWAM) program. Certification applications are available through DSBSD online at www.DSBSD.virginia.gov (Customer Service).

Offeror Name: _____

Preparer Name: _____ **Date:** _____

Instructions: (Failure to complete and submit this form may result in your proposal not being considered.)

- A. If the Offeror is certified by DSBSD as a small business, complete only Section A of this form. This shall include DSBSD-certified women-owned and DSBSD-certified minority-owned businesses when they have received DSBSD small business certification.
- B. If the Offeror is not certified by DSBSD as a small business and plans to subcontract part of this contract with a DSBSD-certified business, complete only Section B of this form.
- C. If the Offeror is not certified by DSBSD as a small business and cannot identify any subcontracting opportunities to subcontract part of this contract with a DSBSD-certified business, only provide the information requested in Section C of this form.

Section A

If the Offeror is certified by DSBSD, the Offeror is certified as a (check only one below):

_____ Small Business

_____ Small and Women-owned Business

_____ Small and Minority-owned Business

Certification Number: _____ Certification Date: _____

Section B

Populate the table below to show the firm's plans for utilization of DSBSD-certified small businesses in the performance of this contract. This shall include DSBSD-certified women-owned and DSBSD-certified minority-owned businesses that meet the small business definition and have received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

B. Plans for Utilization of DSBSD-Certified Small Businesses for this Procurement

Small Business Name & Address DSBSD Certificate #	Status if Small Business is also: Women (W), Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract	Planned Contract Dollars During Initial Period of the Contract
Totals \$					

Section C

Respond to how the Offeror has met or exceeded **at least two** of the following indicators within the past 24 months. The response may include any good faith efforts made regarding this procurement.

C. Good Faith Effort Indicators by the Offeror

1. Identify areas of work the business has subcontracted to DSBSD-certified small businesses for other contracts. Include company names, dates, dollar amounts, and percentages on a per contract basis.
2. List research efforts conducted by the business in the past to locate DSBSD-certified small businesses by advertising in publications or in the classified section of the newspaper where small businesses are likely to see it. List specific publications and dates.
3. List small business outreach meetings, conferences, or workshops conducted by the firm to locate DSBSD-certified small businesses—including the dates, participation numbers, and results.
4. Provide documented correspondence (i.e., certified mail, email, receipt of fax transmissions, etc.) to small businesses from the lists provided by DSBSD and other outreach agencies and organizations which indicate the solicitation of such for utilization of subcontracting opportunities on other contracts for which the business has competed.
5. List areas of work which the business has subcontracted with DSBSD-certified small businesses for upcoming contracts—including the name of the business, certification number, dates, dollar amounts, and percentages on a per contract basis.
6. Provide documentation of any assistance offered to interested small businesses in obtaining bonds, lines of credit, and/or insurance for any present or past contracts the business has in place.
7. Provide documentation of follow-up on initial contacts with DSBSD-certified small businesses (e.g., telephone call logs, emails, certified letters, etc.). Be sure to list the small business name and dates of contact.

Attachment D Price Schedule

[illegible]

Travel Reimbursement

Reimbursement for travel (mileage, meals or lodging) is not allowed, unless approved in writing, in advance, as part of an approved Task Order. In those cases where travel allowance is authorized, travel reimbursement shall be in accordance with the Commonwealth's Travel Guidelines in effect at the time of travel. The Travel Guidelines can be found at:
http://www.doa.virginia.gov/Admin_Services/CAPP/CAPP_Topics/20335-2011.pdf

Note: Non-salary direct costs will be paid subject to State Travel Regulation and prior approval of DRPT.

Contract/Project Manager: Provides direction and management for small to large projects and ensures on-schedule completion within scope and budget. Responsible for preparing proposals to client's scope of work, management and performance of the project. Plans and defines project goals and devises methods to accomplish them. Requires at least 12-20 years of experience. Professional Planning or Professional Engineering registration generally is required at this level.

Principal Planner: Determines methods and solutions for complex planning problems and selects the most efficient and economical manner in meeting objectives. Applies advanced planning techniques and analyses within a discipline. As a qualified professional may serve as a technical task manager. Requires at least 10-18 years of experience.

Senior Planner: Completes a wide variety of planning assignments, applying specialized techniques and analyses with a discipline. Is proficient in the use of most planning theories and practices. Has 10-12 years of experience.

Planner: Performs conventional and moderately complex planning assignments applying a variety of planning analyses within a discipline. Has 5-8 years of experience in planning or landscape architecture.

Senior Environmental Specialist: Provides direction of specialized environmental and planning services as well as regulatory support, environmental planning, design, and mitigation management. This position requires 5-7 years of experience.

Environmental Specialist: Has knowledge of state and federal environmental regulations, permitting, and the ability to prepare reports as required for regulatory compliance. This position requires 4-6 years of experience.

Senior Financial Analyst: Under direction, performs a variety of professional financial forecasting and analysis work of a specialized or complex nature. Develops and analyzes long-range financial forecasts, capital cost estimates, funding strategies, profitability analysis, and life-cycle cost analysis for transit operations. This position requires 4–6 years of experience.

GIS Manager: Performs a variety of mapping and graphic tasks by applying standard GIS techniques. Requires specialized and continuing education in GIS upgrades. This position requires 5-7 years of experience.

Graphics Specialist: Performs mapping and graphics tasks, including the development of project and program related graphics. Requires expertise in graphic design and marketing. This position requires 3-5 years of experience.

Attachment E

Monthly SWAM Report

SWAM SUBCONTRACTOR REPORT

PRIME CONTRACTOR NAME
CONTACT NAME
TITLE/POSITION
CONTRACTOR ADDRESS
CONTRACTOR PHONE NUMBER
EMAIL

MONTH/YEAR
DATE SUBMITTED

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ATTACHMENT F

Report of Orders Received from Additional Users

REPORT OF ORDERS RECEIVED FROM ADDITIONAL USERS

CONTRACTOR NAME
CONTACT NAME
TITLE/POSITION
CONTRACTOR ADDRESS
CONTRACTOR PHONE NUMBER
EMAIL

QUARTER/YEAR
DATE SUBMITTED

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ATTACHMENT G

Disadvantaged Business Enterprises (DBE) Subcontractor Report

DBE SUBCONTRACTOR REPORT												
PRIME CONTRACTOR NAME												
PRIME CONTRACTOR TAX ID												
CONTACT NAME												
TITLE/POSITION												
CONTRACTOR ADDRESS												
CONTRACTOR PHONE NUMBER												
EMAIL												
PROJECT TITLE												
DBE AWARD/COMMITMENT												
PAYMENTS TO SUBCONTRACTORS												
MONTH/YEAR	DBE SUBCONTRACTOR NAME	DBE SUBCONTRACT TAX ID	DBE EVA#	DBE CONTRACT #	Black American	Hispanic American	Native American	Subcont. Asian American	Asian-Pacific American	Non-Minority Women	Other	Total DBE Payments
												-
												-
												-
												-
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DBE SUBCONTRACTOR TOTALS												-

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ATTACHMENT H

State Corporation Commission Form

Virginia State Corporation Commission (SCC) registration information. The Offeror:

☐ is a corporation or other business entity with the following SCC identification number: _____ -
OR-

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Offeror's out-of-state location) **-OR-**

☐ is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned Offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver): ☐

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ATTACHMENT I

FEDERAL TERMS AND CONDITIONS

Fly America Requirements

Applicability – all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$3,500 or less, except for construction contracts over \$2,000). Contractor shall comply with 49 USC 40118 (the “Fly America” Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

Energy Conservation

All Contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000) Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

Clean Water

Applicability – All Contracts and Subcontracts over \$150,000. Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

Lobbying

Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$150,000 Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 10465 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$150,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Access to Records and Reports

Applicability – As shown below. These requirements do not apply to micro-purchases (\$3,500 or less, except for construction contracts over \$2,000) The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.
2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$150,000.
3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts.

Federal Changes

All Contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract.

Contractor's failure to comply shall constitute a material breach of the contract.

Clean Air

Applicability – All contracts over \$150,000. 1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. 2) Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

No Government Obligation to Third Parties Applicability – All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

(1) The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts

Applicability – All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

(1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.

(3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Termination

Applicability – All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$150,000

a. Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.

b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the recipient that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. the recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work. Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.

i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and contractor shall be liable for

any additional cost incurred by the recipient. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract closeout costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

Government Wide Debarment and Suspension (Non Procurement)

The Recipient agrees to the following: (1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA "System for Award Management," <http://https.www.sam.gov,.proxy1.semalt.design> if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at <http://https.www.sam.gov,.proxy1.semalt.design> if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel,

Contracts Involving Federal Privacy Act Requirements

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a.

Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Civil Rights Requirements

Applicability – All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

The following requirements apply to the underlying contract:

The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service:

a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA’s “Nondiscrimination” statute):

(1) FTA’s “Nondiscrimination” statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, (g) Age, or (h) Gender identity and (2) The FTA “Nondiscrimination” statute’s prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, (3) Except as FTA determines otherwise in writing: (a) General. Follow: 1 The most recent edition of FTA Circular 4702.1, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable Federal laws, regulations, and guidance, and 2 Other applicable Federal guidance that may be issued, but (b) Exception for the Tribal Transit Program. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program, b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964,” 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, “Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable Federal laws, regulations, and guidance. (b)

DOJ, “Guidelines for the enforcement of Title VI, Civil Rights Act of 1964,” 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued,

Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5 Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer".

(3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note,

d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Project as follows: 1) Requirements. The Recipient agrees to comply with:

(a) Section 1101(b) of MAP-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), (b) DBE Program Requirements. Recipients receiving planning, capital and/or operating assistance that will award prime third party contracts exceeding \$250,000 in a Federal fiscal year must: 1 Have a DBE program meeting the requirements of 49 C.F.R. part 26, 2 Implement a DBE program approved by FTA, and 3 Establish an annual DBE participation goal, (c) Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, (d) the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001

and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq.,

(2) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under MAP-21 and previous legislation,

e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20

. § 1681 et seq., (2) U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25, and (3) Federal transit law, specifically 49

. § 5332, as stated in section a,

. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds, (4) U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, which implements the Age Discrimination Act of 1975, and (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including:

(a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of “employer,” (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. part 37, (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. part 27, (c) U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. part 35, (f) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. part 36, (g) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. part 1630,

(h) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. part 1194, and (j) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance, h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2,

i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: 1) Executive Order No. 13166, “Improving Access to Services for Persons with Limited English Proficiency,” August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, “DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (LEP) Persons,” 70 Fed. Reg. 74087, December 14, 2005,

j. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.

k. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

Breaches and Dispute Resolution

All contracts over \$150,000 Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient’s authorized representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient’s CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient’s CEO shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the recipient and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the recipient or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Patent and Rights in Data

Contracts Involving Experimental, Developmental, or Research Work (\$3,500 or less, except for construction contracts over \$2,000).

Patent Rights

A. General. The Recipient agrees that:

(1) Depending on the nature of the Project, the Federal Government may acquire patent rights when the Recipient or Third Party Participant produces a patented or patentable: (a) Invention, (b) Improvement, or (c) Discovery, (2) The Federal Government's rights arise when the patent or patentable information is: (a) Conceived under the Project, or (b) Reduced to practice under the Project, and (3) When a patent is issued or patented information becomes available as described in Patent Rights section A(2), the Recipient agrees to: (a) Notify FTA immediately, and (b) Provide a detailed report satisfactory to FTA,

B. Federal Rights. The Recipient agrees that:

(1) Its rights and responsibilities, and the rights and responsibilities of each Third Party Participant, in that federally funded invention, improvement, or discovery will be determined as provided by applicable Federal laws, regulations, and guidance, including any waiver thereof, and (2) Unless the Federal Government determines otherwise in writing, irrespective of the Recipient's status or the status of any Third Party Participant as a large business, a small business, a State government, a State instrumentality, a local government, an Indian tribe, a nonprofit organization, an institution of higher education, or an individual, the Recipient agrees to transmit the Federal Government's patent rights to FTA as specified in: (a) 35 U.S.C. § 200 et seq., and (b) U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. part 401, and

C. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19:

(1) License fees and royalties for patents, patent applications, and inventions derived from the Project are program income, and (2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except: (a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research-type project, and (b) As FTA determines otherwise in writing.

Rights in Data and Copyrights

A. Definition of "Subject Data." means recorded information: (1) Copyright. Whether or not copyrighted, and (2) Delivery. That is delivered or specified to be delivered under the Underlying Agreement,

B. Examples of “Subject Data.” Examples of “subject data”: (1) Include, but are not limited to:

(a) Computer software, (b) Standards, (c) Specifications, (d) Engineering drawings and associated lists, (e) Process sheets, (f) Manuals, (g) Technical reports, (h) Catalog item identifications, and (i) Related information, but

(2) Do not include: (a) Financial reports,

(b) Cost analyses, or (c) Other similar information used for Project administration,

C. General Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Recipient’s Project supported by the Underlying Agreement: (1) Prohibitions. The Recipient may not: (a) Publish or reproduce any subject data in whole or in part, or in any manner or form, or (b) Permit others to do so, but (2) Exceptions. The prohibitions of Rights in Data and Copyrights C(1) do not apply to: (a) Publications or reproductions for the Recipient’s own internal use, (b) An institution of higher learning, (c) The portion of subject data that the Federal Government has previously released or approved for release to the public, or (d) The portion of data that has the Federal Government’s prior written consent for release,

D. Federal Rights in Data and Copyrights. The Recipient agrees that: (1) License Rights. The Recipient must provide a license to its “subject data” to the Federal Government, which license is: (a) Royalty-free, (b) Non-exclusive, and (c) Irrevocable, (2) Uses. The Federal Government’s license must permit the Federal Government to take the following actions provided those actions are taken for Federal Government purposes: (a) Reproduce the subject data, (b) Publish the subject data, (c) Otherwise use the subject data, and (d) Permit other entities or individuals to use the subject data, and

E. Special Federal Rights in Data for Research, Development, Demonstration, Deployment, and Special Studies Projects. In general, FTA’s purpose in providing Federal funds for a research, development, demonstration, deployment, or special studies Project is to increase transportation knowledge, rather than limit the benefits of the Project to the Recipient and its Third Party Participants, therefore, the Recipient agrees that: (1) Publicly Available Report. When the Project is completed, it must provide a Project report that FTA may publish or make available for publication on the Internet, (2) Other Reports. It must provide other reports pertaining to the Project that FTA may request, (3) Availability of Subject Data. FTA may make available to any FTA Recipient or any of its Third Party Participants at any tier of the Project, either FTA’s copyright license to the subject data or a copy of the subject data, except as the Federal Government determines otherwise in writing, (4) Identification of Information. It must identify clearly any specific confidential, privileged, or proprietary information submitted to FTA, (5) Incomplete Project. If the Project is not completed for any reason whatsoever, all data developed under the Project becomes “subject data” and must be delivered as the Federal Government may direct, but (6) Exception. Rights in Data and Copyrights Section E does not apply to an adaptation of automatic data processing equipment or program that is both: (a) For the Recipient’s use, and (b) Acquired with FTA capital program funding,

F. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19: (1) License fees and royalties for copyrighted material or trademarks derived from Project are program income, and (2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except: (a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research-type project, and (b) As FTA determines otherwise in writing,

G. Hold Harmless. Upon request by the Federal Government, the Recipient agrees that: (1) Violation by Recipient. (a) If it willfully or intentionally violates any: 1 Proprietary rights, 2 Copyrights, or 3 Right of privacy, and

(b) Its violation occurs from any of the following uses of Project data: 1 Publication, 2 Translation, 3

Reproduction, 4 Delivery, 5 Use, or 6 Disposition, then (c) It will indemnify, save, and hold harmless against any liability, including costs and expenses of: 1 The Federal Government's officers acting within the scope of their official duties, 2 The Federal Government's employees acting within the scope of their official duties, and 3 Federal Government's agents acting within the scope of their official duties, but (2) Exceptions. The Recipient will not be required to indemnify the Federal Government for any liability described in Rights in Data and Copyrights section G(1) if: (a) Violation by Federal Officers, Employees or Agents. The violation is caused by the wrongful acts of Federal employees or agents, or (b) State law. If indemnification is prohibited or limited by applicable State law,

H. Restrictions on Access to Patent Rights. Nothing in this Rights in Data and Copyrights section pertaining to rights in data either: (1) Implies a license to the Federal Government under any patent, or (2) May be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent,

I. Data Developed Without Federal Funding or Support. The Recipient understands and agrees that in certain circumstances it may need to provide data developed without any Federal funding or support to FTA. Nevertheless: (1) Protections. Rights in Data and Copyrights Sections A, B, C, and D generally do not apply to data developed without Federal funding, even though that data may have been used in connection with the Project, and (2) Identification of Information. The Recipient understands and agrees that the Federal Government will not be able to protect data developed without Federal funding from unauthorized disclosure unless that data is clearly marked "Proprietary" or "Confidential," and

J. Requirements to Release Data. The Recipient understands and agrees that the Federal Government may be required to release Project data and information the Recipient submits to the Federal Government as required by:

(1) The Freedom of Information Act, 5 U.S.C. § 552,

(2) Another applicable Federal law requiring access to Project records, (3) U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," specifically 49 C.F.R. § 19.36(d), or

(4) Other applicable Federal regulations and guidance pertaining to access to Project records.

Disadvantaged Business Enterprise

Contracts over \$3,500 awarded on the basis of a bid or proposal offering to use DBEs

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.

b. The contractor shall not discriminate on the basis of race, color, religion, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.

d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.

f. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

Prompt payment

Applicability – All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

Incorporation of Federal Transit Administration (FTA) Terms

All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

Other Federal Requirements

The following requirements are not federal clauses.

Full and Open Competition

In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

Prohibition Against Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

Conformance with ITS National Architecture

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, “FTA National Architecture Policy on Transit Projects,” 66 Fed. Reg. 1455 etseq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

Notification of Federal Participation

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

Interest of Members or Delegates to Congress

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

Ineligible Contractors and Subcontractors

Any name appearing upon the Comptroller General’s list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General’s list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

Other Contract Requirements

To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those provisions attached hereto, and shall comply with the recipient’s Procurement Guidelines, available upon request from the recipient.

Compliance with Federal Regulations

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor’s failure to so comply shall constitute a material breach of this contract.

Real Property

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by FAST Act, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Access to Services for Persons with Limited English Proficiency

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

Environmental Justice

Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

Environmental Protections

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

Geographic Information and Related Spatial Data

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

Geographic Preference

All project activities must be advertised without geographic preference, (except in A/E under certain circumstances, preference for hiring veterans on transit construction projects and geographic-based hiring preferences as proposes to be amended in 2 CFR Part 1201).

Organizational Conflicts of Interest

The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows: (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage: (a) To that Third Party Participant or another Third Party Participant performing the Project work, and

(b) That impairs that Third Party Participant's objectivity in performing the Project work, or (2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions, (3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient: (a) Any instances of organizational conflict of interest, or

(b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only

Non Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, "Audits of States, Local Governments, and Non Profit Organizations" (replaced with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable). Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO). Non Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

Veterans Preference

Veterans Preference. As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

- (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and
- (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

Safe Operation of Motor Vehicles

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned

or leased either by the Contractor or AGENCY.

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

Catalog of Federal Domestic Assistance (CFDA) Identification Number

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

CFDA number for the Federal Transportation Administration

Nonurbanized Area Formula (Section 5311) is 20.509. A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," (replaced with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable) agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

Federal Certifications

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, _____, hereby certify
(Name and title of official)

On behalf of _____ that:
(Name of Bidder/Company Name)

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder/Company Name _____

Type or print name _____

Signature of authorized representative _____ Date ____/____/____

Signature of notary and SEAL _____

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

- (1) It will comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR part 180,
- (2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
 - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 - (1) Debarred,
 - (2) Suspended,
 - (3) Proposed for debarment,
 - (4) Declared ineligible,
 - (5) Voluntarily excluded, or
 - (6) Disqualified,
 - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
 - (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
 - (2) Violation of any Federal or State antitrust statute, or
 - (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
 - c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
 - d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
 - e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a - 2.d above, it will promptly provide that information to FTA,

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

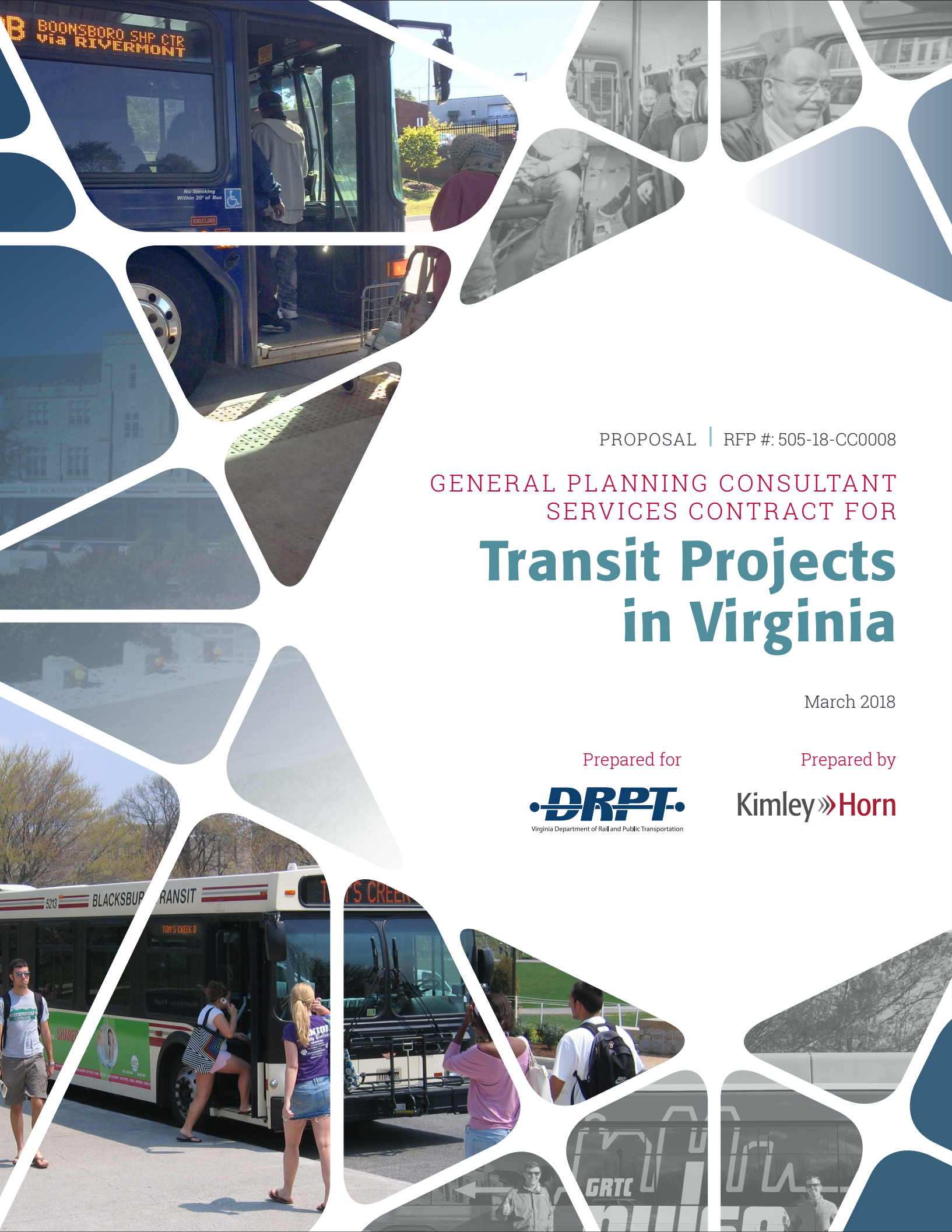
- f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
 - (1) Equals or exceeds \$25,000,
 - (2) Is for audit services, or
 - (3) Requires the consent of a Federal official, and
 - g. It will require that each covered lower tier contractor and subcontractor:
 - (1) Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
 - (2) Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and
3. It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor _____

Signature of Authorized Official _____ Date ____/____/____

Name and Title of Contractor's Authorized Official _____



PROPOSAL | RFP #: 505-18-CC0008

GENERAL PLANNING CONSULTANT
SERVICES CONTRACT FOR

Transit Projects in Virginia

March 2018

Prepared for



Prepared by

Kimley»Horn

General Planning Consultant Services Contract for Transit Projects in Virginia

March 26, 2018

Ms. Melissa Myers
Procurement Officer
Commonwealth of Virginia
Department of Rail and Public Transportation
600 East Main Street
Suite 2102
Richmond, VA 23219

11400 Commerce Park Drive
Suite 400
Reston, VA 20191
TEL (703) 674-1300
FAX (703) 674-1350

**Re: General Planning Consultant Services Contract for Transit Projects in Virginia,
RFP #505-18-CC0008**

Dear Ms. Myers and Members of the Selection Committee:

The Virginia Department of Rail and Public Transportation (DRPT) is the leader in advancing transit and transportation demand management (TDM) projects in the Commonwealth of Virginia. DRPT has a long, successful history of supporting the planning, programming, deployment, and operation of transit and TDM throughout the state.

Kimley-Horn is proud to have been a part of this success through our history of serving DRPT. We recognize the many challenges DRPT faces regarding funding and the pressure of overseeing and supporting transit capital and operating needs and TDM strategies. With multiple transit and TDM agencies as partners statewide, DRPT has been a shepherd of these unique operators, and Kimley-Horn has provided consistent and recognized support to this community.

We understand the importance of this contract to achieving your statewide transit and TDM goals. The Kimley-Horn team is composed of seasoned professionals who have been a part of this community for many years and are ready to work hand in hand with DRPT. The team will be led by **Mike Harris**, a trusted advisor and former DRPT employee. We are excited to offer our highest level of commitment to DRPT's success. We believe the Kimley-Horn team is best suited to serve you because of our:

Demonstrated Success on DRPT On-Call Projects. The Kimley-Horn team offers DRPT the benefit of personnel who require no learning curve as well as the experience and local knowledge needed to accomplish your multifaceted goals throughout the Commonwealth. Our team has trusted relationships with transit operators and TDM agencies across Virginia, allowing us to support DRPT in an efficient manner. We offer hands-on experience with DRPT's planning processes to facilitate success. ***Our team's institutional knowledge puts us in a great position to hit the ground running from the close of the current on-call contract to the start of activities under this one. DRPT will have a seamless transition as you continue to plan and implement your program.***

A Powerful Team of Specialists. The Kimley-Horn team provides DRPT with the strength of our planning, operations, and TDM expertise. Our larger subconsultants include **IBI Group** and **Rummel Klepper & Kahl LLP (RK&K)**. These two firms bring a deep bench of transit experience and will augment the capabilities of our team. Additionally, we bring a technically-savvy pool of Virginia Department of Small Business and Supplier Diversity (DSBSD) Small Businesses, Women-Owned Businesses, and Minority-Owned Businesses (SWaM). ***Kimley-Horn is committed to partnering with DBE and SWaM subcontractors to benefit DRPT and meet the Commonwealth's expectations.***

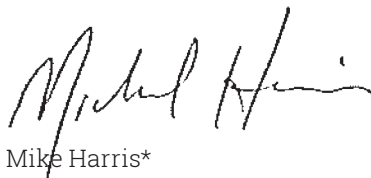
March 26, 2018, Ms. Melissa Myers, page 2

The Kimley-Horn team is dedicated to meeting DRPT's requirements for quality, responsiveness, and on-budget performance. We offer you a top-notch team with the technical expertise to handle the challenges of this contract. ***But most importantly, you have our commitment that we will always act in the best interest of the Commonwealth.***

We are excited about the prospect of continuing to serve you and look forward to positioning DRPT to achieve an even higher level of success. Please contact me at (703) 674-1318 or mike.harris@kimley-horn.com with any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "Mike Harris".

Mike Harris*
Contract Manager

**Authorized to sign on behalf of the firm.*

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3. Virginia Department of Small Business and Supplier Diversity (DSBSD) Small Businesses, Women-Owned Businesses, and Minority-Owned Businesses (SWaM) Participation	V.2.Tab 3	3-1
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RFP Cover Sheet and Addenda

Request for Proposal (RFP) Cover Sheet

RFP #: **505-18-CC0008**

Issue Date: **February 26, 2018**

Title: **General Planning Consultant Services Contract for Transit Projects in Virginia**

Commodity Code: **918-96 Transportation Consulting**

Issuing Agency: **Commonwealth of Virginia
Department of Rail and Public Transportation
600 East Main Street, Suite 2102
Richmond, VA 23219**

Initial Period of Contract: **Three years from date of award**

Proposals
Will be received until: **March 21, 2018
3:00 p.m.**

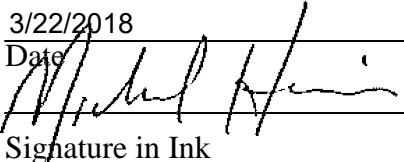
All inquiries must be
directed in writing to: **Melissa Myers Procurement Officer
melissa.myers@drpt.virginia.gov**

No proposal will be accepted after the closing date and time unless the closing date and time is modified by written addendum. Proposals must be sealed and mailed or hand delivered to the appropriate delivery address identified above.

In compliance with this RFP and all conditions imposed in this RFP, the undersigned firm offers and agrees to furnish the services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation, and hereby certifies that all information provided below and in any schedule attached hereto is true, correct, and complete.

Name and Address of Firm:

Kimley-Horn and Associates, Inc.
11400 Commerce Park Drive
Suite 400
Reston, VA 20191
56-0885615
mike.harris@kimley-horn.com
E-mail

3/22/2018
Date

Signature in Ink
Michael Harris
Printed or Typed Name of Above
(703) 674-1318
Phone
(703) 674-1350
Fax

Note: An Optional Pre-Proposal Conference will be held on March 8, 2018 at 10:00 a.m. See Section VIII for more information.

Small Businesses, Women-Owned Businesses, and Minority-Owned Businesses are encouraged to participate.



COMMONWEALTH of VIRGINIA

Jennifer L. Mitchell
Director

DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION
600 EAST MAIN STREET, SUITE 2102
RICHMOND, VA 23219-2416

(804) 786-4440
FAX (804) 225-3752
Virginia Relay Center
800-828-1120 (TDD)

ADDENDUM NO. 1 TO ALL OFFERORS:

Reference – Request for Proposal: **505-18-CC0008**

Commodity Code/Service: General Planning Contract for Transit Projects

For Delivery to: DRPT

Proposal Due Date: **March 21, 2018 at 3pm**

START OF ADDENDUM #1

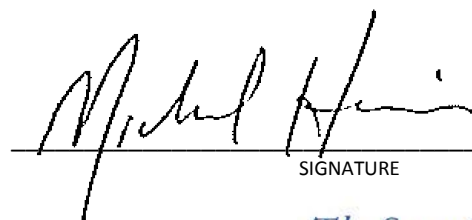
- *As of this moment DRPT is not extending the due date.*
- *Additional and final questions are due on March 14 at 3pm. Another addendum will be issued on March 15, 2018 with the rest of the answers to your questions.*
- *Please find attached the answer to the pricing question presented during the pre-proposal on March 8 at 10a.m as well as the sign in sheet.*
- *Page 8 Section 2B, second sentence. The word "paragraph" is now "section". Now reads....."Each Section in the proposal must reference the number of the corresponding section of the RFP."*
- *Page 8 section 2C, last sentence. The sentence of "No proposal in its entirety should exceed 100 pages one-sided." This will now read...."The proposal itself should not exceed 100 pages one-sided. This does not include any forms or resumes. "*

Thank you

END OF ADDENDUM #1

Melissa Myers
Procurement Officer
Phone: 804/225-3745

*Acknowledged receipt of 505-18-CC0008 Addendum #1 (and all addenda) must be included in the RFP Proposal.



SIGNATURE

3/22/2018

DATE

The Smartest Distance Between Two Points
www.drpt.virginia.gov



COMMONWEALTH of VIRGINIA

Jennifer L. Mitchell
Director

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ADDENDUM NO. 2 TO ALL OFFERORS:

Reference – Request for Proposal: **505-18-CC0008**

Commodity Code/Service: General Planning Contract for Transit Projects

For Delivery to: DRPT

Proposal Due Date: **March 26, 2018 at 3pm**

START OF ADDENDUM #2

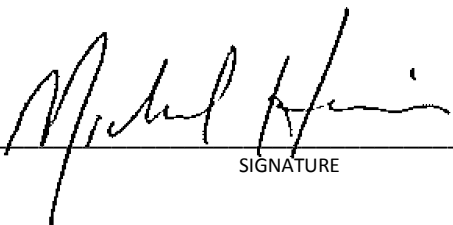
- *DRPT has decided to extend due date to **March 26, 2018 at 3pm**.*
- *Additional and final questions attached.*

Thank you

END OF ADDENDUM #2

Melissa Myers
Procurement Officer
Phone: 804/225-3745

*Acknowledged receipt of 505-18-CC0008 Addendum #2 (and all addenda) must be included in the RFP Proposal.



SIGNATURE

3/22/2018
DATE



1. Understanding of Work and Plan for Providing Services

1. Understanding of Work and Plan for Providing Services

V.2.Tab 1. The Offeror must provide a detailed description of its understanding of the services to be provided with descriptions of the approach and procedures employed on similar projects elsewhere. The Offeror must describe the process it will follow to respond to a specific purchase order request from DRPT. The Offeror must also describe the management procedures it will follow to oversee work by its personnel and work by subcontractors on multiple purchase orders simultaneously.

The Virginia Department of Rail and Public Transportation (DRPT) is charged with a wide-ranging mission in the Commonwealth to provide expertise and support to 44 transit and human service agencies and 18 commuter/transportation demand management (TDM) programs. The scope of planning, program management, and advocacy functions includes facilitating operations and capital planning efforts, monitoring and measuring performance, providing technical guidance, and informing and educating while maintaining stewardship and oversight of the statewide transit and TDM program. In addition, there are projects under direct DRPT management that require its active involvement. Using consultants to augment and support these projects in a cost-effective manner allows DRPT to leverage its own staff with minimal overhead. Among the advantages of this approach is the capacity to quickly respond to changes, including developing both short- and long-term implementation programming and implementation plans.

As a current holder of the 2013–2018 General Planning Consultant Services Contract for Transit Projects, and having three former DRPT staff, Kimley-Horn understands DRPT's needs and the mechanics of this contract very well. Kimley-Horn presents a highly versatile, multidisciplinary team with the experience to serve as an extension of your staff. We offer a partnership unlike any other and a commitment to delivering tasks in a high-quality, responsive manner.

Kimley-Horn has extensive experience with task order and on-call transit contracts. While each is unique to its client, there are several standard best practices and principles that we adhere to for all contracts of this nature:

- Treat each task order as its own individual project with a clearly defined work plan consisting of scope, schedule, budget, and deliverables
- Assign the correct and best fit of staff and resources according to the needs of the assignment
- Develop the definition of each task during a DRPT client manager meeting to ensure a clear understanding of the objectives, needs, schedule, and any unique requirements that must be addressed

- Include subconsultants and key staff as part of the integrated team in developing any task order in which they will be involved to confirm their availability, schedules, capabilities, and understanding
- Provide continuous monitoring of task order performance to confirm progress, provide tracking and identify potential schedule adjustments, and provide real-time information to avoid surprises
- Ensure flexibility with the client as changes happen that affect the scope and schedule of project efforts
- Fully and proactively communicate these practices and guidelines to serve our clients, staff, and team members

Kimley-Horn places great emphasis on client service. Through our recent work under the current contract and various other projects, DRPT has been able to observe how Kimley-Horn works with each client, our partner firms, stakeholders, and the public. **We pride ourselves on being technically sound, providing excellent project management to fully deliver the scope on time and on budget, and demonstrating flexibility—always with respect to the client.** During the current contract, our project management team has provided regular updates and progress reports that have offered DRPT clear tracking on action items, deliverables, and performance on scope, schedule, and budget.

Kimley-Horn has a proven record of performing on time and within budget. The key to our success in this area is managing the right resources at the right time. We emphasize project management using bimonthly effort reports that give our project managers up-to-date staffing and expense information related to their projects. This information enables them to continuously monitor the status of project cost, cost control effectiveness, and schedule.

CAST-AHEAD MANAGEMENT TOOL

Kimley-Horn understands that on-call projects are often fast-paced and the level of effort required to complete them may be as varied as the projects themselves. Our staff resource system called “cast-ahead” is a process by which in-house resource tracking enables us to offer you the

assurance that our best staff will be available to meet your project schedules.

To monitor our staff workload, Kimley-Horn employs an intensive forecasting technique. This effort involves assessing our project milestones and staff loading on a weekly, monthly, and 6-month basis, drilling down to the project team level. We use a database to track all project commitments/milestones and staff commitments firmwide. This process is currently used to benefit DRPT efforts and will continue to be used going forward. Using this process, we can identify overloads and shortfalls many months in advance and develop strategies to overcome them. By having a clear picture of staff workload, Kimley-Horn will continue to be optimally positioned to meet DRPT's expectations under this contract.

CONTINUOUS QUALITY IMPROVEMENT (CQI)

Quality projects don't happen by accident at Kimley-Horn. Along that line, we implemented a program years ago called CQI. Each person in the company endeavors to identify a formal CQI task each year; each person's task is to involve clients and identify improvements that will increase client benefit. We have solicited feedback from many types of clients in this fashion, including federal/regional/state/local government agencies, private developers, other consultants, suppliers, vendors, etc.

In a Quality Call held in 2016, Nick Britton, DRPT's project manager for the Implementation of Performance Data Collection Standards and Reporting Pilot Program, described Kimley-Horn as "the most invested firm" he's ever worked with and "better than other consultants in terms of accessibility and responsiveness," noting that Kimley-Horn goes "above and beyond when dealing with a large number of agencies" and "the team did great responding to a morphing scope and deadlines."

The feedback we've received has helped us improve the firm's overall service, bring our clients greater value and satisfaction, and achieve a higher level of success. Most importantly, we've learned about our clients and their preferences, industry standards, and about which methods are successful and which are not. Our project managers make a habit of establishing a quality control plan as each project commences, keeping the focus where it should be

throughout the project—on producing quality results for our clients.

While quality control begins with the team assigned to undertake this project for DRPT, our CQI program will continue to include independent reviews of the project documents and supporting data by highly qualified professionals to ensure the highest quality standards are met. Our CQI program will include, but not be limited to, the following procedures:

- Our contract manager, **Mike Harris**, will be given the complete authority and responsibility to coordinate all project efforts including CQI activities
- A kick-off meeting will be held with key project individuals assigned to the project to clearly define the scope of work and objectives of each assignment
- All project decisions will be documented by a "paper trail." All documents will be supported by appropriate data that will clearly show the choices evaluated and the basis for our recommendations
- All supporting calculations, text, or data used to develop a document will be signed and dated by the individual involved when the work is performed.
- Meetings with agendas will be documented with supporting meeting minutes. Minutes will be prepared and distributed to attendees promptly for confirmation
- All documents will be reviewed and/or checked by qualified individuals who are not directly performing the initial work activity. The individual doing this will sign and date the documents and prepare a record of review and check findings. The findings will be resolved by the originator of the documents and checked again until correct
- The project manager or one of our quality control/quality assurance (QC/QA) managers—**Paul Elman, P.E.**, or **Corey Hill**—will monitor and evaluate the review for the project. The review will specifically cover such items as clarity, accuracy, completeness, and complete scope compliance. Any follow-up activity required will be noted and initiated as appropriate
- Technical reviews, progress reports, communications, problem reporting/resolution, variance approvals, and all documentation will adhere to DRPT procedures
- All project activities will be closely monitored through Kimley-Horn's Management Information System (MIS). Our MIS has been uniquely tailored to allow the project manager and the project team to obtain a "snapshot"

of the project at any time. This ability to continuously monitor budgets, labor expenditures, expenses, project schedule, and deadlines is a critical component of our CQI program. With this program, we can ensure each of our work order assignments will maintain a balance between labor and budget needed to complete the assignment. This valuable tool provides you with the confidence that there is always enough resources available to complete the job

- As part of our quality improvement program, special CQI tasks are established by individual project managers at no cost to the client

This CQI approach to managing task order and on-call projects is intended to ensure that your project not only meets your high quality standards, but that it also is delivered on time and within budget.

SERVICES TO BE PROVIDED

Kimley-Horn has assembled a great team of partner firms, many of whom we have successfully collaborated with on significant transit projects for years. The depth of resources on the Kimley-Horn team includes staff in 12 offices across the Commonwealth of Virginia including in Alexandria, Reston, Fairfax, Richmond, Virginia Beach, and Newport News. Our partners have proven track records with DRPT and the Commonwealth, and will complement Kimley-Horn and provide significant depth and breadth to our team qualifications and experience. The following pages describe our understanding of the services required per task and our general approach on similar projects.

1. Project Feasibility/Identification and Alternatives Analysis

V.2.Tab 1. Conduct planning studies for rail and bus transit and congestion management projects as directed that meet federal, state, regional and local processes. Develop demand or market forecasts including utilizing transportation forecasting models when required. Develop alternatives for analysis and capital cost estimates necessary to support planning studies. Develop operating scenarios utilizing operational models and other tools and estimate operating costs and revenues.



Lead: Rick Nau
(Kimley-Horn)
Key Staff: Erin Murphy
(Kimley-Horn), Stephen
McCarthy (RK&K), Milbrey Heard
(CTG), C.Y. Jeng (Gallop)

UNDERSTANDING OF SERVICES

The Kimley-Horn team has performed the full array of feasibility studies and alternatives analysis (AAs), and is fully prepared and capable of performing project development studies cost effectively. While Moving Ahead for Progress in the 21st Century (MAP-21) has eliminated the formal AA from the Federal Transit Administration's (FTA's) vocabulary, FTA expects projects to be defined using a process that:

1. Considers a full range of potential alternatives
2. Involves the public in consensus building and decision making

Our approach to these studies is to initially define a comprehensive universe of alternatives and use successively more detailed screening criteria to identify the most realistic and feasible alternatives. This process begins with a clear definition of the transportation needs of the corridor and uses appropriately scaled modeling techniques to quantify performance of alternatives. By focusing on alternatives that respond directly to transportation needs, we can use a robust public and stakeholder involvement process to inform decision making.

APPROACH TO PROVIDING SERVICES

Kimley-Horn's approach to feasibility studies and AAs begins with the establishment of the underlying objectives of the project, the problems it is intended to address, and its overarching goals. Based on an assessment of existing and projected conditions, we then identify route and technology alternatives that could potentially address the project objectives. Several rounds

SELECT PROJECT EXPERIENCE

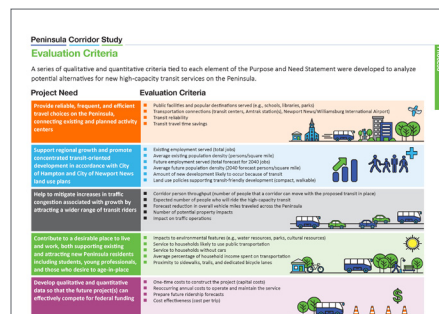
Peninsula Fixed Guideway Corridor Study

Hampton and Newport News, VA

Kimley-Horn conducted the Peninsula Corridor Study to identify the most promising corridors to implement fixed guideway transit to serve the cities of Hampton and Newport News. The study used a two-tiered screening process to identify, evaluate, and refine potential transit corridors. Working with a multijurisdictional advisory committee, transit alternatives were defined to connect major destinations, respond to travel demand and support land use plans.

The Tier 1 analysis screened the initial set of potential corridors based on costs, benefits, and potential impacts relative to the defined project purpose and need. The Tier 2 analysis focused on cost and ridership, using an iterative process to refine the alternatives to meet FTA cost effectiveness criteria. The ridership analysis used the STOPS model and cost effectiveness calculations were prepared for both New Starts and Small Starts criteria.

The study included an extensive public involvement process to help identify transit needs on the Peninsula and potential corridors where fixed guideway transit can serve existing activity centers and support future economic development. Fixed guideway transit technologies considered included bus rapid transit (BRT), light rail transit (LRT), and streetcar.



« Peninsula Fixed Guideway Corridor Study, Hampton and Newport News, VA

of evaluation and screening are then applied to identify the most promising alternatives based on their performance against the measures of effectiveness that were derived from the project goals and objectives. The evaluation and refinement process is integrated with the public involvement process and with consultations with the client and affected stakeholders. The recommendation of a preferred alternative is achieved through this consultation process.

The Kimley-Horn team has the requisite skills to support this process, many of which are described under other services in this proposal. While the same general approach is applied to all such studies, each must be tailored to the specific circumstances under which it is to be done. Perhaps the single most important quality of these studies is that they be open, transparent, and understandable to the participants, so all stakeholders, the public, and agencies feel ownership of the results.

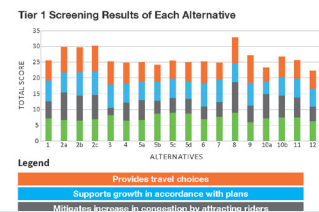
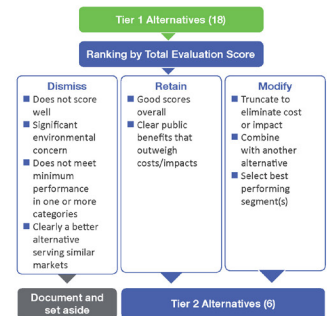
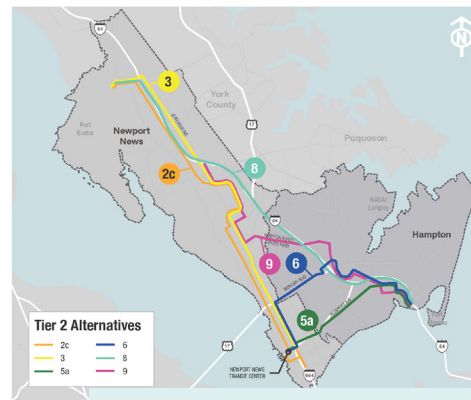
ADDITIONAL PROJECT EXPERIENCE

- Dedicated Transit Corridor Study, Alexandria, VA
- Commuter Rail Alternatives Analysis, Caroline County, VA
- Columbia Pike Multimodal Street Improvements, Arlington, VA
- Route 1 Transitway Design-Build Bridging Documents, Alexandria, VA
- Transportation Prioritization Study for the Area Surrounding the New Metrorail Stations, Loudoun County, VA
- Route 1 Bus Rapid Transit Feasibility Study, Prince William County, VA

Peninsula Corridor Study

Developing Tier 2 Alternatives

Based on a technical screening of the 18 **Tier 1** alternatives and considering public and stakeholder input, six alternatives were carried forward for further analysis in the **Tier 2** evaluation. These six alternatives were defined in more detail by including potential station sites and assumptions about how the dedicated transit space could be constructed.



« Peninsula Fixed Guideway Corridor Study, Hampton and Newport News, VA



UNDERSTANDING OF SERVICES

the project area, and advising on what environmental commitments must be carried out prior to earth-disturbing activity. Kimley-Horn has extensive experience coordinating with regulatory agencies on concerns within the project area, and obtaining necessary clearances at project benchmarks for successful project outcomes.

**Benefits of the West End Transitway:
BY THE NUMBERS**

- FREQUENT ALL-DAY SERVICE**
 - 15 weekday
 - 12 Saturday
 - 17 hour/day
- 5.3-MILE CORRIDOR**
- Riders who switch from buses to BRT will save an average of 18 MINUTES PER TRIP**
- Riders who switch from driving to BRT will SAVE \$1,300 PER YEAR in Transportation Costs**
- 2.3 miles of new sidewalk**
- 18 INTERSECTIONS**
- More than 2.2 MILES of new BUS-ONLY LANES**
- Protection safety of 18 INTERSECTIONS**
- 2.3 miles of new sidewalk**

The City of Alexandria fully complies with Title of the Civil Rights Act of 1964 and is in full compliance with all provisions of all programs and activities of the federal government. This information is required under the Americans with Disabilities Act (ADA) 28 CFR 37.163.

APPROACH TO PROVIDING SERVICES

Kimley-Horn has skilled and specialized staff to address virtually any environmental issue that may arise. From small categorical exclusions (CEs) to larger environmental assessments (EA) and environmental impact statements (EIS), we are familiar with the environmental regulations and policies—including NEPA—and have prepared all levels of documentation and agency coordination. Our environmental specialists are supported by geographic information system (GIS) and graphic design professionals who can provide both analysis of geographic information and effective graphic representations to enhance the understanding of environmental documents. Our environmental teams are guided by staff with extensive experience preparing and processing environmental documents and technical writers who assure that documents are written for public understanding.

Environmental regulations are often quite stringent, and it is not unheard of for agencies to be at cross purposes with each another. Kimley-Horn is experienced at handling controversial

ADDITIONAL PROJECT EXPERIENCE

- Columbia Pike Superstops Environmental Documentation, Arlington County, VA
- Preliminary Engineering and Environmental for Bus Maintenance and Storage Facility (Western Bus Garage), Prince William County, VA
- Environmental Assessment for Southeast Boulevard and Barney Circle (includes Bus Transit Support Facility), Washington, DC
- I-66 Tier 1 Environmental Impact Statement, Northern VA
- I-66 Outside the Beltway Environmental Assessment, Northern VA
- Blue Line LRT Extension Draft Environmental Impact Statement, Twin Cities, MN

and complex projects. We routinely work with multiple regulatory partners, and can anticipate and address permitting issues from the beginning of the project. Kimley-Horn routinely tackles such hot topics as biodiversity, secondary/cumulative impacts, habitat fragmentation, environmental justice, and sustainable development. Our approach to environmental permitting involves first understanding our client's needs, the project complexity, and how best to define the project objectives and solutions for successfully permitting projects. Our staff is experienced in developing innovative approaches to environmental regulatory compliance that save time and money.

3. Public Participation

V.2.Tab 1. Establish and implement comprehensive public participation programs and outreach activities for planning studies and projects that meet the requirements of federal, state, regional and local processes.



Lead: Amanda Baxter
(Kimley-Horn)

Key Staff: Mike Harris
(Kimley-Horn), Erin

Murphy (Kimley-Horn), Lucas Muller
(Kimley-Horn), Susan Sharp (Sharp &
Company)

UNDERSTANDING OF SERVICES

Inclusive and robust public participation is key to success in programs and services delivered by the Commonwealth. During policy, planning, and program operations, DRPT connects with the public, specific stakeholders, elected and appointed leadership, and a wide range of audiences to better understand needs, develop new ideas, manage expectations, build consensus and trust, and assure support. Public involvement requirements in NEPA and FTA, as well as DRPT programs, need to be followed for all projects where applicable.

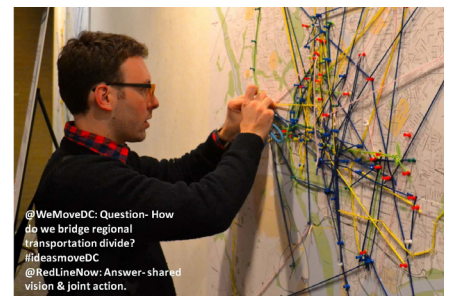
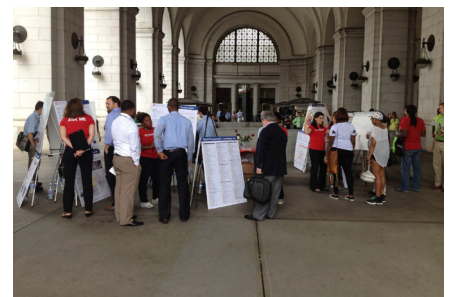
DRPT must take a context-sensitive approach to public participation and design and then put processes into practice to capture meaningful public input. These must be accessible to a diversity of people, agencies, and interests including for mobility-impaired and limited English proficiency populations. The most successful public participation efforts are ones in which the participation is integral to the program and participation is facilitated, not merely accommodated. At the same time, public participation needs to be advisory and, preferably, managed within the limits appropriate to the project. An open process does not mean an uncontrolled one.

SELECT PROJECT EXPERIENCE

Long-Range Multimodal Transportation Plan (moveDC) Washington, DC

Kimley-Horn led the preparation of Washington, DC's multimodal long-range transportation plan, moveDC. The transportation plan provides immediate-, mid-, and long-term transportation system recommendations for the District Department of Transportation (DDOT) and directly supports citywide initiatives and goals such as shared prosperity, environmental stewardship, neighborhood vitality, and competitiveness. It also provides recommendations for an integrated multimodal transportation system at corridor-, neighborhood-, and citywide scales for all modes of transportation.

In addition to significant analytic and technical work activity tailored to the project's performance measures and vision, the team designed and led an ambitious and very effective engagement process—ultimately engaging a unique 1 percent of the city's daytime population (12,000+ people). Public engagement included a visioning and goal-setting symposium, a public planning committee, a workshop series, participatory webcasts, blogger meet-ups, extensive use of social media, an interactive project website, two different surveys—MetroQuest and a statistically based research survey—and countless other targeted outreach activities. This project has received regional and national accolades, including those from elected city leadership, and honors, including the 2015 National Planning Excellence Award for Transportation Planning from the American Planning Association, national and regional recognition from the American Council of Engineering Companies, and the 2014 Innovative Transportation Solutions Award from WTS-DC.



APPROACH TO PROVIDING SERVICES

The Kimley-Horn team is experienced at creating and implementing meaningful and effective public participation programs tailored to the needs of each project. Kimley-Horn's skilled staff and subconsultant partners will craft public participation programs appropriate to each task. Our firms include career professionals with a wealth of specialized graphic, communication, and video experience including branding, infographics, video, web, publishing, presentations, and media. Our expertise in providing a broad range of services will help to ensure the successful implementation of your goals while addressing the specific challenges that each project entails.

Kimley-Horn is known for developing innovative approaches to projects that involve neighborhood participation. We understand that some projects require community involvement and acceptance, and we have developed effective methods of bringing the community into the process. Kimley-Horn is strongly committed to conducting public participation programs that educate, inform, and build consensus for a particular solution, inspiring confidence in communities and partner agencies. Each project is different in terms of the stakeholders and the critical issues involved; thus, each public involvement program must be tailored to specifically address the project's needs and move initiatives forward.

ADDITIONAL PROJECT EXPERIENCE

- Super NoVa Transit Vision and Action Plans, Northern VA
- West End Transitway AA and EA, Alexandria, VA
- Transform 66 Outside the Beltway, Northern VA
- Transform 66 Inside the Beltway Commuter Choice Program, Northern VA
- VDOT, Innovative Intersection Outreach, Statewide, VA
- Potomac and Rappahannock Transportation Commission (PRTC) Strategic Funding Plan, Prince William County, VA

4. Marketing and Promotion

V.2.Tab 1. Develop, produce and implement marketing and promotion of transit and commuter assistance programs and services.



Lead: Susan Sharp
(Sharp & Company)

Key Staff: Patrice Lewis
(SIR), John Bavoso

(Kimley-Horn), Jessica Lawless
(Kimley-Horn)

UNDERSTANDING OF SERVICES

Meeting DRPT's project marketing and promotion needs will involve raising awareness about a project among stakeholders and the general public and driving active public support for the agency's projects and mission. These tactics work best when paired with a sound strategy, focused on delivering cost-effective solutions appropriate to each targeted audience of stakeholders. Strategies used to target audiences may include:

Face to Face

- Legally-required public hearings to fulfill federal, state, and local requirements
- Public meetings and open houses
- "Pop-up" meetings that take the meeting to where people are already gathered at county fairs, outside transit stops, in malls, or at community events
- Multilingual support

Technology Solutions

- Website design, building, and hosting
- Video scripting and production
- Social media strategy; paid Facebook, Instagram, and Twitter advertising; and organic social media engagement and audience building

- Email newsletter program design, writing, and production
- Online surveys, and tablet-based surveys for public events

Traditional Media, Advertising, and Marketing

- Print, radio, and television ad buys
- Print, radio, billboard, direct mail, display, and transit advertising design and production
- Brand identity, logo creation, and brand-building
- Marketing collateral and printed materials including annual reports, posters, signage, postcards, fact sheets, and other take-aways

TDM Strategies

- Updating and managing stakeholder lists to connect with employers
- Connecting with employers via email newsletters
- Attending employer events to connect with employees about various programs
- Planning and hosting pop-up events
- Designing brochures for employer events or meetings
- Organizing and hosting employer meetings regarding program implementation
- Implementing the latest technologies (e.g., dynamic park-and-ride lot space availability info)

SELECT PROJECT EXPERIENCE

Try Transit Week

Statewide, VA

Sharp & Company worked with DRPT to promote the Try Transit Week campaign, which began in 2005 to promote transportation choice and alternatives to single-occupant vehicle travel in Richmond. In 2008, DRPT expanded Try Transit Week to a statewide event because using transit can help address some of the challenges facing Virginia. Virginians from every region in the Commonwealth pledged to try a form of transit and experience firsthand the benefits it can offer. Sharp & Company was responsible for the development of all creative materials, including logo design, website design and development, print and internet advertising, all writing, and visitor tracking. The program saw steadily increasing participation during the 5 years of Sharp & Company involvement.



APPROACH TO PROVIDING SERVICES

Susan Sharp of **Sharp & Company** will lead project marketing tasks with support from **Southeastern Institute of Research (SIR)** and Kimley-Horn's in-house technical writers and editors and graphic designers. Sharp & Company has developed and implemented comprehensive public participation programs and outreach activities for transportation programs across Virginia, Maryland, Washington, DC, and elsewhere. Sharp & Company has marketed multimodal mobility solutions including transit and TDM programs, projects, and initiatives to diverse populations including low-income, minority, non-English-speaking, and other traditionally underserved populations. The company also has worked successfully with DRPT on several projects.

The most critical element of a successful marketing and promotion is understanding both the technical elements of the transit and TDM service that are available and the needs and desires of the targeted audience. The Kimley-Horn team has boots-on-the-ground experience conducting marketing of transit/TDM strategies in Virginia and fully understands the unique challenges that face commuters. We develop targeted messages with consistent campaign identifiers to convey the benefits of transit and TDM in a concise, relatable manner to the people that it pertains to the most.

ADDITIONAL PROJECT EXPERIENCE:

- Transform 66 – Transportation Management Plan (TMP) Communications and Outreach, Northern VA
- Long-Term Communications Plan for the Greater Richmond Transit Company (GRTC), Richmond, VA
- I-395 Express Lanes Transportation Management Plan (TMP) – Transit/TDM Strategies, Northern VA
- Potomac and Rappahannock Transportation Commission (PRTC) Communications Plan, Woodbridge, VA
- TDM Program Communications, Commuter Choice Campaign, Statewide, MD
- Transportation Management District Outreach, Montgomery County, MD

5. Research and Surveying

V.2.Tab 1. Conduct statewide or regional market research and consumer surveying to measure the performance and evaluate transit and TDM/Commuter Assistance programs and services in the Commonwealth, and collect data on various aspects of transportation. Such aspects could include: commute mode split; program awareness; satisfaction with transit or commuter assistance services; measurement of vanpooling, carpooling and teleworking; reasons for mode choice; and likelihood of use of new services.



Lead: John Martin
(SIR)

Key Staff: Corey Hill

(Kimley-Horn), Lucas

Muller (Kimley-Horn), JR Hipple (SIR),

Mike Norvell (SIR)

UNDERSTANDING OF SERVICES

Research includes systematic investigation to assess knowledge, attitudes, and opinions of selected groups, as well as analyses of data describing trends, best practices, and lessons learned. Such information gathering efforts can be as simple as a phone poll or an intercept survey to as extensive as an on-board rider survey or focus groups, depending on the needs of the task. Public relations programs can benefit from the insights gained through market

research, although it is not a given that market research is required before marketing is done.

APPROACH TO PROVIDING SERVICES

SIR will lead research and surveying tasks for our team. SIR has served DRPT for more than 25 years, starting with the market research behind the relaunch of the I-66 HOV lanes in Northern Virginia. Since then, they have helped with the Amtrak Virginia advertising research; the Dulles Metrorail project; the development, launch, and evaluation of the Telework!VA program; TDM planning; and the first-ever statewide Virginia State of the Commute research program.

SIR's approach to stakeholder research has been informed by years of work

in this area. As such, they have developed several best practices or tenets of belief that now guide their work in this area. These include:

Stakeholder research, especially for government entities, should be above reproach. Today, everything is open and transparent. This means that every part of every study can be publicly obtained under the Virginia Freedom of Information Act. So, SIR takes special care to dot every "i" and cross every "t." Decisions, methodology, and protocols must be well-documented and should follow industry best practices. SIR applies the latest research techniques and rigorous quality assurance and control protocols to ensure all related research activities are done properly—on time and on budget.

SELECT PROJECT EXPERIENCE

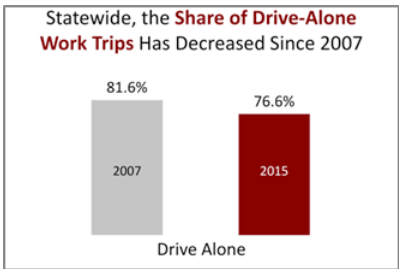
State of the Commute Survey/Long-Term TDM Planning

Statewide, VA

SIR and a partner firm conducted the first-ever State of the Commute Study for Virginia in 2007 on behalf of DRPT. More than 7,000 commuters across the state, including more than 3,000 in Northern Virginia, were interviewed through a telephone survey. The survey addressed mode choices, commute attributes, decision-making influences, media and communications influences, and other key topics. This research was designed as a tracking study that would monitor commuter use of transit and TDM services over time. In 2015, SIR conducted the second wave of this study, this time examining both commuting and personal/leisure travel through a cost-saving combination of telephone and online surveys. Nearly 10,000 Virginians in every region of the state were surveyed to learn about their mobility attitudes and behaviors. The study revealed key

findings about the current state of travel in Virginia.

Importantly, the study revealed that Virginia had become more multimodal, with the share of drive-alone work trips decreasing by 5 percentage points. The cause of this decrease was found to be a dramatic increase in the use of transit and telework—with transit use increasing 33 percent from 2007 to 2015. Informed by these findings, SIR helped DRPT and Virginia's commuter assistance programs develop a focused telework campaign to help leverage their investment in the Telework!VA website.



Stakeholder research should get to the “why,” not just the “what.”

Stakeholder research should go well beyond *what* people believe or feel and get to *why* people believe or feel a certain way. Only by knowing the *why* can you affect change.

Stakeholder research should be done within the context of demographic and societal trends.

Understanding stakeholder sentiment is a science and an art. To fully appreciate the research, you need to understand the context in which to review and understand the findings.

Stakeholder research should be actionable. Spending public dollars comes with the responsibility of getting good value for the investment. This is even true when it comes to stakeholder research. The Kimley-Horn team will always go to great lengths to show the extra value realized from every study by detailing the key insights and the action steps that should be taken—actionable research.

ADDITIONAL PROJECT EXPERIENCE

- Ridematching System Evaluations for Virginia, Idaho, and Ohio Commuter Assistance Programs, Various Locations, US
- Vanpool Inventory and Impact Study for DRPT, Statewide, VA
- I-66 Transit and TDM Market Research Study for VDOT, Northern VA
- PRTC Strategic Planning Process, Prince William County, VA
- Traffic and Revenue Study for Dulles Toll Road, Northern VA

Stakeholder research should establish, monitor, and report impact.

Stakeholder research often provides a number of measures that can be used as program benchmark scores—key performance indicators (KPIs)—that can be improved over time. The Kimley-Horn team goes to great lengths to help our clients identify KPIs that can be used for measuring future progress. In addition, we identify the key drivers of KPIs—the attributes or other measures that will improve the key performance indicators.

6. Financial Planning and Analysis

V.2.Tab 1. Conduct financial studies as directed. Evaluate capital and operating and maintenance funding sources and options, including various financing tools. Develop project expenditure and cash flow forecasts. Assist recipients in the development of Cost allocation plans/Indirect Cost Rate plans, meeting the requirements of FTA guidelines.



Lead: Corey Hill
(Kimley-Horn)

Key Staff: Don Schneck
(Kimley-Horn), Eduardo
Maeyama (Kimley-Horn), Kyeongsu
Kim (CTG)

UNDERSTANDING OF SERVICES

Financial planning and analysis services include the analysis of operating and maintenance costs, projections of such costs, evaluation of potential funding sources, and the use of alternative methods of finance (e.g., bonding, borrowing, pay-as-you-go, sinking funds, and cost sharing mechanisms). Part of capital investment planning is developing cash flow projections, identifying the size and timing of draw-downs (tranches), and evaluating alternative funding strategies.

APPROACH TO PROVIDING SERVICES

Financial analysis is critical to the planning and programming of projects. Understanding the potential and realities of funding over various fiscal years and capital planning horizons will support DRPT in programmatic efforts. In the new reality of more state funds for transit investment, the ability to accurately develop financial projections and cash flow expenditures on projects for capital investment and/or operations and maintenance will prove invaluable to the Commonwealth.

The Kimley-Horn team has significant experience with a variety of projects for differing stages of the project lifecycle. We will use industry information, DRPT guidance, and VDOT and federal database information as needed. Anticipating available funding and potential revenue sources also is critical. The Kimley-Horn team has experience in the development of funding plans for federal, state, and local sources, including financing and private funding mechanisms. Following funding information definition, a cost allocation by fiscal year can be developed looking at linking cost information with funding information at a programmatic level.

Our lead for financial planning and analysis tasks is **Corey Hill**, who has 25 years of experience leading and supporting more than \$30 billion

SELECT PROJECT EXPERIENCE

FTA, Program Management Oversight (PMO), Region 2

New York Department of Transportation, NY, and New Jersey Transit, NJ

FTA retained Kimley-Horn to provide PMO support services for select capital projects of the New Jersey Transit Corporation and BRT and ferry projects of the New York City Department of Transportation. Projects are under the purview of FTA Region 2, with offices located in New York City. Services include project management and technical reviews to ensure major capital projects are completed in accordance with the specified scope (i.e., approved project design), according to schedule, and within budget. Modes have included light rail, commuter rail, BRT, and ferry, covering both civil improvements and rolling stock procurements. A major focus has included grantee compliance with federal grant provisions.



« FTA, Program Management Oversight (PMO), Region 2, New York Department of Transportation, NY, and New Jersey Transit, NJ

in federal, state, regional, and local investments across 35 programs. As the project manager for the \$5.6 billion Dulles Corridor Metrorail Project (Silver Line), Corey led DRPT's early development of the project and advancement through FTA's New Starts program, including drafting the project's financial plan and leading the development of a tax district in Fairfax County to generate nonfederal matching funds.

Kimley-Horn is currently leading PRTC's strategic funding plan to leverage both public and private funding sources to ensure long-term (6+ years), sustainable funding. We also are supporting the State of California as it considers developing new programs to generate additional funding sources to support rail stations across the state.

ADDITIONAL PROJECT EXPERIENCE

- VRE Strategic Business Plan Support, Alexandria, VA
- WMATA Capital Needs Inventory and Project Prioritization, Washington, DC
- FRA, Program Support for Amtrak Capital Grant Program Oversight/ Governance, Washington, DC
- BART Silicon Valley (BSV) Project, New Starts Phases 1 & 2, San Jose, CA

7. Strategic Planning/Capital Investment Planning

V.2.Tab 1. Assist in the development of strategic and/or capital investment plans for DRPT and other authorized users as directed.



Lead: Mike Harris (Kimley-Horn)
Key Staff: Lucas Muller (Kimley-Horn), Melissa DuMond (Kimley-Horn), Erin Murphy (Kimley-Horn), Corey Hill (Kimley-Horn)

UNDERSTANDING OF SERVICES

Strategic plans focus on the identification and definition of a series of steps to be pursued to implement a project or program including the identification of the financial requirements of each step and a means of providing the resources required when they are needed. Where line item budgets are often extensions of historical patterns or levels of spending, strategic plans begin with the determination of the desired result and proceed by developing a program to achieve that result. In addition, strategic planning often involves considering funding alternatives, implementation alternatives, and the impacts of differing funding scenarios and project risks, and identifies potential contingency measures. Ideally, a strategic plan provides the highest probability of success with the least risk and lowest overall cost to achieve its objective.

APPROACH TO PROVIDING SERVICES

Kimley-Horn is experienced in working with other agencies to identify funding and developing grant or loan applications. We understand the various requirements to secure funding for projects through grants or loans through a number of different agencies. Some of the other agencies for which we have a working knowledge of their application requirements include the Department of Housing and Urban Development (HUD), Federal Highway Administration (FHWA), FTA, United States Department of Transportation (USDOT), Federal Railroad Administration (FRA), Build America Bureau, Virginia Department of Motor Vehicles (DMV), Virginia Department of Emergency Management, Virginia Department of Historic Resources, and the Virginia Department of Conservation and Recreation.

SELECT PROJECT EXPERIENCE

PRTC Strategic Funding Plan Prince Williams County, VA

PRTC is facing a significant funding gap during the next 6 years, which could limit its ability to continue operating existing services and performing its core agency mission. During phase 1, Kimley-Horn performed a strategic funding assessment, conducted interviews with transit funding specialists in the Commonwealth of Virginia, engaged with agency and jurisdictional leadership, and evaluated a range of funding sources that could potentially help PRTC alleviate funding challenges. During phase 2, Kimley-Horn led a strategic planning process with staff, public, stakeholders, and PRTC commission members to examine existing services, refine the agency’s future vision, philosophy, and direction, and recommend strategic business and service operations improvements to align with the renewed vision. We are currently leading phase 3, which includes the development of a transit development plan (TDP) and TDM plan, in accordance with DRPT requirements.

ADDITIONAL PROJECT EXPERIENCE

- VRE Strategic Business Plan Support, Alexandria, VA
- WMATA Capital Needs Inventory and Project Prioritization, Washington, DC
- District of Columbia Long-Range Transportation Plan (movedc), Washington, DC
- Caltrain Strategic Business Plan, CA
- California State Transportation Agency (CalSTA), Strategic Business Planning for an Integrated Passenger Rail System, Statewide, CA



8. Operations Planning and Analysis

V.2.Tab 1. Review and conduct comprehensive operations planning and analysis for DRPT and other authorized users as directed. Develop demand or market forecasts including utilizing transportation forecasting models when required. Develop operating scenarios utilizing operational models and other tools and estimate operating costs and revenues. Assist DRPT in updating Coordinated Human Service Plans.



Lead: Jim Baker (CTG)

Key Staff: Lucas Muller (Kimley-Horn), Danielle McCray (Kimley-Horn);

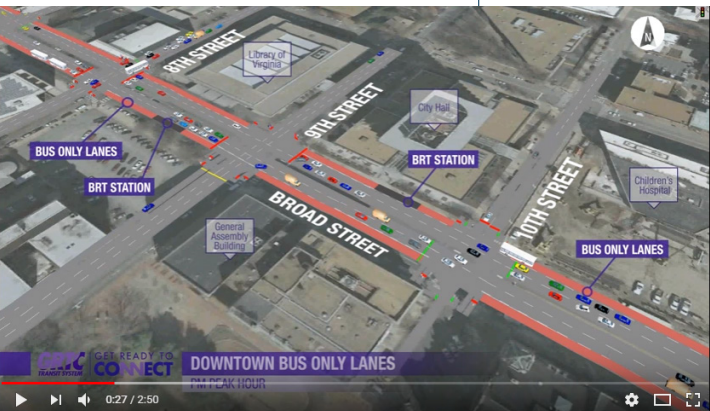
Alan Toppen (Kimley-Horn), Anthony Gallo (Kimley-Horn)

UNDERSTANDING OF SERVICES

Operations planning and analysis are integral to the development of TDPs, which are discussed in more detail in Task 12. Market forecasts and demand projections are accomplished in one of several ways. Regional ridership models residing with the responsible metropolitan planning organization (MPO) are often used for long-range projections, albeit some lack fully developed transit components or ridership modeling capabilities, having been developed for air quality conformity work rather than transit modeling. The most expedient approach where the current model lacks an adequate transit component is often to use the same demographic and network databases to apply a proven transit model. Pivot point/direct demand models are used for the evaluation of short-term ridership impacts, and are most appropriate when evaluating modifications of an existing transit system as opposed to a new service. Such models depend on good field data, particularly recent ridership survey data.

As there is increasing emphasis on short-term projections in MAP-21, it is reasonable to expect increasing reliance on pivot point and similar spreadsheet types of analysis, which should reduce costs and increase reliability (since the projections will be near term and founded on recent data). Operating models for transit systems have to be customized for each system, often relying on a three-factor model that looks at relatively fixed costs (such as management and administration), costs that vary with vehicles miles of service and costs that vary with hours of service.

The Kimley-Horn team—especially **Gallop Corporation** for ridership and **Connetics Transportation Group (CTG)** for operations and maintenance models—has an excellent track record in developing both ridership and operations and maintenance cost projections for all types and sizes of transit operations.



improvements at half a dozen facilities in the network to improve amenities, facilitate transfers, and improve ridership.

SELECT PROJECT EXPERIENCE

Transit Network Plan Implementation Support

Richmond, VA

The City of Richmond and the Greater Richmond Transit Company (GRTC) have been working together to develop a new bus network known as the Richmond Transit Network Plan (RTNP) that is rethinking the city's bus network when the new GRTC Pulse BRT service begins. Kimley-Horn and CTG are providing project oversight and technical assistance support on technical matters involved with the RTNP implementation. The team has conducted a risk assessment of the implementation process and schedule to provide possible solutions to mitigate risks that may impede the implementation schedule. Kimley-Horn and CTG also are working with GRTC in providing technical assistance support for service planning, scheduling, and rostering support. We have reviewed weekday and weekend schedules, developed run times of the routes, built trips and schedule interaction analysis, and developed a database system residing in Hastus, GIS, and CAD/AVL. Kimley-Horn is current helping the city and GRTC identify facility

APPROACH TO PROVIDING SERVICES

Members of the Kimley-Horn team have conducted comprehensive operations analyses for numerous transit agencies across the Commonwealth of Virginia and the nation. Typical steps included in a comprehensive service evaluation for fixed route and paratransit services are:

- Assessment of existing conditions, including historical system performance evaluation, route- and stop-level ridership performance evaluations, and operational assessments
- Market analysis, including evaluation of service to existing markets and assessment of emerging new markets
- Survey efforts of riders and non-riders to gauge service needs
- Development of alternative service strategies, which can include cost-reduction, cost-neutral, and cost-expansion strategies
- Evaluation of service strategies, including ridership forecasts, cost, and farebox revenue estimates
- Development of near-term, short-range, and long-range service recommendations

Work tasks also may include an assessment of fare structure and the review/development of service standards. Public and stakeholder outreach is critical throughout a comprehensive operations analysis.

ADDITIONAL PROJECT EXPERIENCE

- TDPs for Four Agencies, Various Locations, VA
- Transit Development Plan for Greater Lynchburg Transit Company (GLTC), Lynchburg, VA
- PRTC Strategic Funding Plan, TDP, and TDM Plan, Prince William County, VA
- AA and EA for the West End Transitway, Alexandria, CA
- moveDC Local Bus Study, Washington, DC

9. Technical Assistance

V.2.Tab 1. DRPT operates the statewide Telework!VA program and sometimes implements other TDM programs. For these programs, technical assistance is needed to provide direct assistance to employers to help them implement telework programs, employee commute benefits and form vanpools.



Lead: Robin Mack
(Mack Global)
Key Staff: Susan Sharp
(Sharp & Company), John
Martin (SIR), C.Y. Jeng (Gallop)

UNDERSTANDING OF SERVICES

The purpose of the Telework!VA program is to increase the number of workers in Northern Virginia who telework consistently in an effort to reduce traffic congestion in the area. The State of the Commute studies conducted every 3 years by the Metropolitan Washington Council of Governments (MWCOG) shows teleworking in Virginia is growing; however, these studies also indicate that there is a potential for significantly more workers to telework. Therefore, more exposure is needed to increase awareness of the services that are provided and assist employers with developing telework programs. The Kimley-Horn team can help DRPT to expand the Telework!VA program to be a statewide initiative and focus efforts on the administration of the telework incentive to employers along the I-395 and I-66 corridors.

Robin Mack of **Mack Global, LLC**, will lead technical assistance tasks under this contract with support from Sharp & Company, SIR, and Gallop Corporation. Robin's team currently provides all telework technical assistance conducted under the Telework!VA program.

They understand the vision of the Commonwealth and have a keen understanding of the direction DRPT wants to move in as it relates to increasing telework as a viable and effective solution to reducing traffic congestion.

APPROACH TO PROVIDING SERVICES

The key to success for providing telework technical assistance in Virginia is exposure. Employers need to know that the service is available and, ultimately, how it will benefit them. These services include assistance to businesses looking to start or expand a telework program. Robin's team approaches telework from the standpoint of a business management model. Implementing a successful telework program can have the following impacts:

- Enhancing continuity of operations (COOP)
- Reducing employee recruitment/ increasing retention
- Reducing employee turnover
- Improving productivity
- Increasing the pool of quality employee candidates (beyond those who can commute to an employer's office/site)
- Increasing real estate savings
- Improving work-life balance
- Reducing energy costs and carbon footprint

SELECT PROJECT EXPERIENCE

Telework!VA Technical Assistance

Northern VA

Mack Global has been providing all telework consulting services for the Telework!VA project for the past 3 years. They provide technical assistance including developing policies and agreements, budget development, training for managers and employees, assistance with eligibility determinations, and strategic business planning as it relates to telework program implementation and expansion.

ADDITIONAL PROJECT EXPERIENCE

- Vanpool Inventory and Impact Study, Statewide, VA
- Strategic TDM Plans for RideFinders, CommuteSmart, and OmniMatch, VA
- TDM Program Communications, Commuter Choice Campaign, Statewide, MD
- Transportation Management District Outreach, Friendship Heights, MD

The Kimley-Horn team's recommended approach for providing technical assistance to businesses includes:

- Assessing and identifying positions suited for telework
- Developing telework policies and agreements
- Developing budgets
- Developing a technology plan

- Providing guidance on Virginia's telework tax credit legislation, procedures, and deadlines
- Training managers, employees, and TDM agencies

Training sessions for managers and employees are conducted on site for employers requiring training assistance. Through Robin's experience, she has seen the positive impact that training can have on an organization and particularly for those managers who are resistant to telework. The intent of the training is to eliminate the barriers commonly seen when implementing telework programs with a special focus on specific needs previously identified by the employer. Her team addresses some of the key elements of telework including maintaining strong communication and collaboration, performance management strategies, and building a successful telework program. Each training session includes interactive group segments designed to engage and encourage attendee participation. They facilitate discussion in a relaxed atmosphere and foster a more conducive learning environment. A training worksheet is provided for participants to complete during the session.



Dr. Jennifer L. Berman is a professor of psychology at the University of North Carolina at Chapel Hill. She is also a senior research advisor at the Center for the Study of Social Design. Her research focuses on the development of social skills in children with autism spectrum disorders.

It is important for program and project evaluation to occur not only at their commencement and completion but continuously during their life with applicable management tools to identify issues

1-21

and make potential mid-period adjustments before completion. Project evaluations performed following post-construction, revenue operations, or at another operational milestone date often provide the opportunity to be comprehensive and identify both best management practices and lessons learned. For example, at the completion of a before-and-after study, lessons learned can be incorporated into future endeavors without delaying the current undertaking. The value of capturing this post-mortem information is in accurately documenting and updating the procedures, training materials, policies, or specifications while assessing individual project issues.

The presence and use of performance measures in public transit is evidenced by many variations and formats. A wide variety of performance measurement systems can be used that reflect the degree to which each agency chooses to integrate day-to-day performance management into the overall fabric of their fundamental mission. Kimley-Horn helped DRPT develop the Implementation of Performance Data Collection Standards and Reporting Pilot Program to assist DRPT in

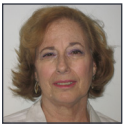
ADDITIONAL PROJECT EXPERIENCE

- VDOT, SMART SCALE Program Development and Management, Statewide, VA
- Implementation of Performance Data Collection Standards and Reporting Pilot Program, Statewide, VA
- Long-Range Multimodal Transportation Plan (moveDC), Washington, DC
- TIGER Grant Application Assistance, Loudoun County, VA
- State Transportation Improvement Program (STIP) Development and Documentation, Washington, DC

achieving its mission-oriented goal of implementing data collection standards with grantee agencies in the Commonwealth. Kimley-Horn will continue to work with DRPT as needed to derive best practices within DRPT guidelines to ensure performance measurement is used and documented as warranted. Assessing stakeholder use and perception of their contribution to DRPT programs is critical. The Kimley-Horn team will use surveys and/or interview questions that identify what success looks like from their perspective, and gather feedback on the performance measures and targets.

11. Safety and Security

V.2.Tab 1. Conduct safety and security assessments of transit operators, evaluate system safety plans, conduct safety and security training and exercises for transit operators as requested.



Lead: Dorothy Schulz (IEI)

Key Staff: Jay Van Esley (IEI), Corey Hill

(Kimley-Horn), Anthony Gallo (Kimley-Horn), Zach Teague (Kimley-Horn)

UNDERSTANDING OF SERVICES

Safety and security audits focus on the risks to persons and assets by the operation of the transit service. This typically includes a review of training, monitoring, and response procedures and practices. In addition to the obvious objective of reducing and eliminating the risk of injury or death to persons, or damage to assets, there is the secondary objective of reducing costs associated with incident remediation. While much of the original focus of this practice was passenger and employee safety, increasingly security has become

an equal focal point. Securing assets is but one aspect of the security. Having well-formed procedures that have been tested and are routinely practiced for emergency operations also is an important part of this practice.

The need for the Commonwealth and DRPT to perform reviews and audits of transit agencies to ensure they comply with FTA requirements and best practices has never been greater. For the Washington Metropolitan Area Transit Authority (WMATA), the recent establishment of the Metrorail Safety Commission to take over local safety oversight from FTA and transition from the Tri-State Oversight Commission may require DRPT to potentially be involved in reviews and oversight of critical safety functions associated with ongoing issues at Metrorail.

APPROACH TO PROVIDING SERVICES

Interactive Elements, Inc. (IEI) will continue to lead the safety and security task assignments for our team under this new contract. In performing assessments, the IEI team will apply its experience at every level of safety and security program development and implementation, including evaluation of safety and security policies, plans, and procedures; and identification of training needs and the best programs to meet them. IEI has worked successfully for decades to improve public mass transit safety and security. Their technical approach builds on the hands-on rail operating experience of their staff at some of the nation's largest and most complex rail agencies, including WMATA.

SELECT PROJECT EXPERIENCE

FTA State Safety Oversight and Support Services

Nationwide, US

Since 2011, IEI has conducted FTA State Safety Oversight (SSO) audits of state agencies and their supervision of rail fixed guideway systems within their jurisdictions. SSO audits begin with an examination of an extensive range of existing documentation, followed by interviews and site visits, often to multiple locations, and preparation of draft and final reports based on the combined input of the contractor, FTA, and the SSO agency. IEI has reviewed the state departments of transportation (DOTs) in Ohio, Wisconsin, Michigan, Minnesota, Missouri, Texas, Arkansas, Tennessee, Arizona, Louisiana, and North Carolina, as well as the California Public Utilities Commission (CPUC). Work under the SSO contract also involves Safety and Security Readiness Reviews (SSRR).

The SSRR program was created to supplement ongoing oversight activities for major capital projects performed by SSO agencies, FTA's Office of Engineering, FTA Regional Offices, and PMOCs. The SSRRs focus on how safety, security, critical testing, pre-revenue activities, and certifications are managed for major capital projects by transit agencies and grant recipients covered by 49 CFR Part 659. SSRRs have included the Metropolitan Washington Airports Authority's (MWAA's) Dulles Corridor Metrorail Project near Washington, DC; Houston METRO's North/Red Line Expansion and Southeast/Purple Line Extension Projects; the Tucson Sun Link Streetcar Project; the Charlotte CATS Blue Line Extension; and Sacramento RTD's Blue Line/South Corridor Phase 2.

IEI has worked with FTA grantees (and FTA itself) in every region, assisting them in incorporating safety and security into design, engineering, and operation of their rail transit systems, and hands-on management of the safety certification process. They have worked on security studies for the Transportation Research Board (TRB), including researching and writing two major security studies, providing material for a tunnel emergency study, and leading and participating on panels and committees. IEI has conducted an overall assessment of system safety and security programs, the roles and responsibilities of transit personnel, the identification and characterization of transit activities in terms of best practices and prioritization of the program elements as to impact, range of application, and achievable benefit. The development of quantitative criteria is key to the effectiveness and industry acceptance of such analyses.

ADDITIONAL PROJECT EXPERIENCE

- Pulse BRT Institute for Transportation and Development Policy (ITDP) Safety Evaluation Support, Richmond, VA
- DC Streetcar Safety and Security Certifications, Washington, DC

12. Short-Range Plan and Program Development

V.2.Tab 1. Prepare updates to Transit Development Plans and Transportation Demand Management (TDM) Plans to identify needs and required resources for modifying/enhancing services and provide a basis for evaluating funding requests.



Lead: Danielle McCray (Kimley-Horn)

Key Staff: Lucas Muller (Kimley-Horn), Milbrey Heard (CTG), Michael Norvell (SIR)

UNDERSTANDING OF SERVICES

TDPs are essential to transit agencies to help them meet existing demand, as well as plan for future demand. Our team understands that DRPT's TDP requirements were updated in February 2017 to better assist agencies and operators with defining their unmet funding needs, preparing for discretionary funding opportunities such as SMART SCALE, and establishing a stronger link between the TDP and applications for programmed funding.

Transportation demand management plans (TDMPs) help TDM program operators improve their efficiency and effectiveness by identifying the needs and required resources for maintaining, modifying, and enhancing services provided to the general public. These plans are aligned to funding requests and feed directly into the programming process.

APPROACH TO PROVIDING SERVICES

Kimley-Horn, CTG, and SIR bring extensive experience in developing TDPs and TDMPs in the Commonwealth—including under this contract during the past 5 years working together. Our team's approach to each TDP and TDPM is designed to meet the Commonwealth's requirements while

SELECT PROJECT EXPERIENCE

Transit Development Plans and Updates for Various Transit Agencies

Statewide, VA

Kimley-Horn and our subconsultant partners have completed initial TDPs and TDMPs for a variety of transit agencies in the Commonwealth including:

TDPs:

- Bristol Virginia Transit
- Danville Transit System
- Valley Metro (Greater Roanoke Transit Company)
- Williamsburg Area Transit Authority (WATA)
- Arlington Transit (ART)
- City of Fairfax (CUE)
- Fredericksburg Regional Transit (FRED)
- Greater Lynchburg Transit Company (GLTC)
- Potomac and Rappahannock Transportation Commission (PRTC)
- Blacksburg Transit (BT)
- Charlottesville Area Transit (CAT)
- JAUNT (Charlottesville; Rural Central Virginia)
- Loudoun County Transit
- Pulaski Area Transit (PAT)
- Virginia Railway Express (VRE)

TDP Updates:

- Greater Lynchburg Transit Company (GLTC)
- Bristol Virginia Transit
- Blackstone Bus
- Farmville Area Bus
- Bay Transit

TDMPs:

- PRTC
- RideFinders
- CommuteSmart



providing the transit or TDM agency with a strategic planning document to address system challenges and a solid foundation for funding requests that feed directly into the programming process.

The Kimley-Horn team strives to provide the following for each TDP or TDMP:

- An opportunity to complete a comprehensive evaluation of its existing services and determine near-term and long-term needs for the community it serves
- Local officials with an understanding of those needs and anticipated local funding requirements
- Members of the public and agency stakeholders with a chance to voice their desires for transit and TDM services.
- The Commonwealth with an understanding of those needs and the ability to program those funding needs in its funding plans

ADDITIONAL PROJECT EXPERIENCE

- Super NoVa Transit and Transportation Demand Management Vision Plan, Northern VA
- I-66 TDM/Transit Plan, Northern VA
- TDM Performance Measure, Arlington County, VA
- PRTC Strategic Funding Plan, TDP, and TDMP, Prince William County, VA

13. Training

V.2.Tab 1. Assist with developing training materials and conducting training courses for DRPT and other authorized users that are related to DRPT programs and industry specific issues.



Lead: Sarah Sciarrino
(Kimley-Horn)

Key Staff: Anthony Gallo
(Kimley-Horn), Tyler

Beduhn (Kimley-Horn), Ashley
Lickliter (Kimley-Horn)

UNDERSTANDING OF SERVICES

We understand that, as part of its mission, DRPT develops and promulgates procedures, regulations, and guidance to the multitude of transit operators in the Commonwealth under its charter. This entails developing briefing and training materials, creating presentations and workshops, and conducting briefings and training sessions.

APPROACH TO PROVIDING SERVICES

Under this task, the Kimley Horn team will develop customized, multimedia training modules and support DRPT in delivering training to their staff and sub-recipients on a range of potential topics that may include, but are not limited to:

- USDOT/FTA/FRA/OLGA grant preparation and application
- Grant reporting
- Environmental compliance
- Risk assessment
- Federal procurement regulations and requirements
- Transit operations planning
- Program and project management
 - Project management plans

- Organizational management
- Schedule management
- Budget management
- Change management
- Quality management
- Design management
- Real estate acquisition and management
- Construction management
- Transit design considerations
- Intermodal facility design considerations

Our approach to training is based on extensive experience with what works best, and there is no substitute for mastery of the topic when creating training materials. While the topics are often complex, the training has to be clear, simple, understandable, and memorable. Even advanced training starts with a review of the key aspects of the subject area, so we begin by reviewing and updating the topic area and identifying the main attributes that must be conveyed.

This often requires the creation of simplified examples, or graphics. Support materials are then designed to reinforce the presentation, adding detail and depth. When training exceeds an hour, consideration is given to breaking it into two modules or more. Once the presentation and materials are almost final, practice sessions are held to test the materials and identify how they could be improved. Only then are they ready and the training sessions can begin.

SELECT PROJECT EXPERIENCE

Implementation of Performance Data Collection Standards and Reporting Pilot Program Training Statewide, VA

Kimley-Horn assisted DRPT with the implementation of data collection standards outlined in a previous study. As part of the project, Kimley-Horn provided on-site support, training, and knowledge transfer for agency grantees. Support included assistance with vendor software data manipulation and reporting, and assistance with using and/or tailoring the data verification tool into their current workflow. This also included walking an agency through a potential DRPT audit to assess the reproducibility of their figures.

ADDITIONAL PROJECT EXPERIENCE

- VDOT, Highway Capacity Manual (HCM) and Highway Capacity Software Technical Training, Statewide, VA
- VDOT, HCM Training for Planners, Richmond, VA
- VDOT, Innovative Intersection Outreach, Statewide, VA
- VDOT, VISUM Training Delivery, Statewide, VA

14. Technology/ITS

V.2.Tab 1. Assist DRPT in the evaluation of technology products and systems designed to improve the efficiency and effectiveness of DRPT and other authorized users, including various Information Technology solutions and Intelligent Transportation Systems.



Lead: Alan Toppen
(Kimley-Horn)

Key Staff: Mike Harris

(Kimley-Horn), Ashley Lickliter (Kimley-Horn), Tyler Beduhn (Kimley-Horn), Jeremy Siviter (IBI Group)

UNDERSTANDING OF SERVICES

Information technology solutions and intelligent transportation systems (ITS) are comprised of signal and control systems that include measures to modify operations to facilitate transit operations and include feedback provisions to inform operators and users in real time of system conditions. This can include transit system priority (TSP) as well as passenger information systems. The ability to implement ITS solutions hinges on securing agreement with the agencies responsible for roadway operations, which entails identifying the implications to all users, not just transit users. Kimley-Horn's team has extensive experience with the planning, design, and implementation of the full range of ITS solutions.

APPROACH TO PROVIDING SERVICES

The Kimley-Horn team will continue to use the systems engineering approach for the planning of ITS. Systems engineering is an interdisciplinary approach and means to enable the realization of successful systems. It focuses on defining customer needs and required functionality early in the development cycle, documenting

requirements, then proceeding with design synthesis and system validation while considering the complete problem. The "V" diagram will be followed, which documents the concept of operations, followed by system requirements definition. This work is critical to be completed prior to the issuing of a request for proposals (RFP) for technology hardware and software. Ultimately, the requirements should become contractual in nature and upon delivery, the system should be tested against the requirements for successful delivery and system acceptance.

Systems engineering integrates all the disciplines and specialty groups into a team effort, forming a structured development process that proceeds from concept to production to operation. Systems engineering considers both the business and the technical needs of all customers with the goal of providing a quality product that meets the user needs.

Kimley-Horn will once again partner with **IBI Group** under this contract. Our firms have a long, successful history with DRPT providing ITS services to meet the needs of the Department and its grantees. Kimley-Horn is a nationally recognized and nationally active firm in ITS planning, operations, systems engineering, system integration, and program planning. The Kimley-Horn team brings a diverse range of expertise and experience to this contract. Members of our staff have worked directly with numerous state and local DOTs, MPOs, and other

SELECT PROJECT EXPERIENCE

Support Services for WMATA's New Electronic Payment Program (NEPP)

Northern VA

Kimley-Horn is supporting NVTC and the Northern Virginia transit agencies planning for a next-generation regional fare payment system. This includes upgrades to bus fareboxes and solutions for off-board fare collection at stations and bus stops. WMATA conducted a pilot test of the technologies that would allow customers to use new forms of payment including smartphones and mobile applications.

Kimley-Horn is providing technical assistance throughout the full procurement and implementation cycles of the new fare payment system to ensure the Virginia transit agencies experience a smooth and well-planned transition from both a technical and business perspective.



transportation management agencies on day-to-day operations activities, and have coordinated closely with them on the key processes to enable them.

Members of our team have been actively involved in working with regions and states to develop ITS architectures to guide collaborative decision making about transportation system development, implementation, and integration. Our staff recognizes that the value of the ITS architecture goes beyond meeting a federal requirement or establishing a one-time snapshot of desired functionality for a region or state; the potential impacts on agency-to-agency relationships, technical and policy decisions, and opportunities for higher-level operations collaboration are just a few of the important activities that an ITS architecture can support.

ADDITIONAL PROJECT EXPERIENCE

- DRPT, Strategic Communications Plan for Transit ITS, Statewide, VA
- Transit ITS Program Needs Assessment and Planning Study, Arlington County, VA
- University of Maryland, Transit ITS, College Park, MD
- VDOT, ITS On-Call Services, Statewide, VA

15. Data Development, Analysis, and Maintenance

V.2.Tab 1. Assist DRPT with the development, analysis and maintenance of in-house data and databases, including geospatial data, ridership data, and survey data. Assist DRPT in establishing a working geodatabase for transit and TDM data and work with DRPT's partners to create, collect, or maintain data as needed.



Lead: Alan Toppen
(Kimley-Horn)

Key Staff: Anthony Gallo
(Kimley-Horn), Lucas
Muller (Kimley-Horn), Pam Turner
(Kimley-Horn)

UNDERSTANDING OF SERVICES

The Kimley-Horn team has a wealth of experience working with transit-related and geospatial data, and our team excels at gleaning meaningful information out of massive amounts of data. Kimley-Horn has previously assisted DRPT in standardizing grantees' performance data and collection standards, including building a template database tool for agencies to use to standardize their submittals to DRPT. The Kimley-Horn team has worked with many of the individual DRPT grantees' datasets (AVL, APC, ridership surveys, etc.) and understands the importance of maintaining organized, easy-to-use data in an age of rapidly advancing technology and increasing amounts of data available for agencies. DRPT is seeking assistance with organizing their own growing datasets and aiding grantees in gaining the most use out of their data. The Kimley-Horn team is experienced with these datasets and familiar with DRPT's and its grantees' needs related to data.

APPROACH TO PROVIDING SERVICES

The Kimley-Horn team's approach to working with data, especially large amounts of data, is focused on the client's end needs—whether the objective is automating a particular

SELECT PROJECT EXPERIENCE

Statewide Performance Standards and Technology Update Statewide, VA

The Virginia General Assembly passed SB 1140, that implements performance-based funding for mass transit. The Transit Service Delivery Advisory Committee was formed to advise DRPT on the distribution of such funds and how transit systems can incorporate the metrics into their transit development plans.

DRPT then retained Kimley-Horn to assist them with their mission-oriented goal of implementing data collection standards with grantee agencies in the Commonwealth. The Department's goal for the project was to develop a standardized process for working with all transit agencies in the Commonwealth to implement data collection and reporting standards. This process was tested by a pilot program that Kimley-Horn set up by working with three pilot transit agencies—one large agency (Fairfax Connector), one small agency (Bay Transit), and one agency based in a college town (Charlottesville Area Transit)—to review ridership data collection and reporting processes, develop standards, and develop an implementation plan for the pilots.

For the second phase, Kimley-Horn is now assisting DRPT in reviewing data collection, processing, and reporting processes by 20 agencies across the state. This second phase expanded to include 17 additional agencies, recognizing there was a range of staffing and technological resources among agencies. The ultimate objective is to streamline and ensure consistency of the data collection, processing, and reporting of ridership, revenue miles, and revenue hours to support performance-based funding allocations for DRPT and the General Assembly.

ADDITIONAL PROJECT EXPERIENCE

- Transit ITS Program Needs Assessment and Planning Study, Arlington County, VA
- FHWA, Transportation Asset Management Data Integration Workshop, Nationwide, US
- FHWA, Estimate Benefits of Crowdsourced Data from Social Media, Nationwide, US
- VDOT, Highway-Railroad Grade Crossing Inventory, Statewide, VA
- Peninsula Fixed Guideway Corridor Study, Newport News/Hampton, VA

piece of reporting or enhancing communication to stakeholders and the public. After establishing the

end goals, the Kimley-Horn team has the skills to tailor a plan for storing, organizing, manipulating,

and visualizing data. We have included **Pam Turner**, a licensed GIS Professional, on our team. Pam has assisted clients across the Commonwealth with database development. **Alan Toppen** and **Anthony Gallo** have experience in data science from other industries and have applied this experience previously while assisting DRPT and its grantees with data solutions. Kimley-Horn understands that the massive amounts of data provided by today's cutting-edge technologies are only useful if transformed into meaningful, digestible information, and the Kimley-Horn team has the skillset and expertise to achieve this requirement.

16. Compliance with FTA Rules and Regulations

V.2.Tab 1. Assist DRPT in development of procurement policies and procedures, incorporating FTA and VA requirements. Assist DRPT and recipients with implementation of FTA Civil Rights requirements. Conduct triennial compliance reviews for FTA Section 5310, 5311 and 5339 sub-recipients.



Lead: Paul Elman
(Kimley-Horn)

Key Staff: Melissa DuMond
(Kimley-Horn), Danielle
McCray (Kimley-Horn), Corey Hill
(Kimley-Horn), Charles Thorn
(Kimley-Horn)

UNDERSTANDING OF SERVICES

DRPT administers eight State Aid public transportation and TDM programs and six Federal Aid planning and public transportation programs. As part of its program administration activities, DRPT must ensure that its procurement policies and procedures are up to date, which includes incorporating the most recent FTA and Commonwealth of Virginia requirements. As an example, DRPT provides grantees with the opportunity to purchase equipment (e.g., body-on-chassis

vans and low-floor transit buses) off a statewide contract. This provides purchasing power to the grantees and efficient use of taxpayer funds. Since numerous grantees purchase vehicles off these contracts using state and federal funds, DRPT must ensure the latest terms and conditions from the Commonwealth's Vendors Manual and any federal requirements are incorporated into the contracts. The Kimley-Horn team is experienced in procedure development, contract drafting, and tracking and interpreting state and federal laws, requirements, and regulations to ensure compliance.

FTA's Triennial and State Management Reviews (Comprehensive Reviews) take a broad look at recipient management practices, as well as compliance with program

SELECT PROJECT EXPERIENCE

GLTC, DBE Program Compliance and New Operations and Maintenance Facility Review

Lynchburg, VA

In April 2017, FTA completed a DBE Program Compliance Review of GLTC. As a result of this review, FTA documented six administrative deficiencies and 14 substantive deficiencies. GLTC selected Kimley-Horn to provide technical assistance in developing a plan to address all 20 deficiencies cited in the DBE Program Compliance Review. We provided guidance in developing resolutions that either provide additional documentation addressing cited concerns or a plan to achieve the documented DBE program goals. Additionally, Kimley-Horn completed an overall project review for the completion of a Design-Build project for GLTC's new operations and maintenance facility.



« GLTC, DBE Program Compliance and New Operations and Maintenance Facility Review, Lynchburg, VA

and administrative requirements across a broad spectrum of topic areas in accordance with 49 U.S.C. Chapter 53. Areas of review include financial management and capacity, technical capacity, maintenance, procurement, civil rights, and others. In addition to helping evaluate recipients, these reviews give FTA and DRPT an opportunity to provide technical assistance on FTA and Commonwealth of Virginia requirements and aid FTA and DRPT in reporting to senior Administration officials, elected officials, oversight agencies, and other stakeholders. Historically, FTA's comprehensive oversight reviews have been split across two programs—the Triennial Review and the State Management Review. The Triennial Review was mandated by Congress in 1982 for each recipient of Section 5307 funds and is codified in 49 U.S.C. §5307(h) (2). A review must be conducted at least once every 3 years. The State Management Review has typically focused on states receiving Sections 5310 and 5311 funds. These reviews also occur every 3 years and use a format and process similar to the Triennial Review. As the recipient, DRPT must complete the reviews for the 5310, 5311, and 5339 subrecipients.

APPROACH TO PROVIDING SERVICES

The Kimley-Horn team will provide support to DRPT by evaluating, at least annually, any changes to federal and state laws, the Commonwealth's Vendors Manual, and FTA requirements and regulations to determine if updates are needed to DRPT contracts, DRPT's Program Application Guidance, application forms, the OLGA system, training and technical assistance materials, review materials (e.g., checklists), and reporting system.

ADDITIONAL PROJECT EXPERIENCE

- FTA, Program Management Oversight Services, NY, NJ, and MA
- WATA, Project Management Services for New Administrative and Maintenance Facility, Williamsburg, VA
- BART Silicon Valley Program Management, Santa Clara, CA
- Wave Streetcar Alternatives Analysis/Environmental Assessment and Small Starts Application, Fort Lauderdale, FL



Our team will support DRPT staff in conducting reviews, will document compliance issues, and develop recommendations for DRPT to provide technical assistance that will resolve any identified issues. We have experience resolving FTA findings and helping Virginia public transportation providers achieve compliance, and we are confident we can support DRPT on a statewide basis.

17. Program Management

V.2.Tab 1. Assist DRPT in the management and implementation of transit, human service, and commuter assistance programs. Develop and track performance metrics, suggest performance improvements, and monitor outcomes.



Lead: Paul Elman
(Kimley-Horn)

Key Staff: David Samba
(Kimley-Horn), Sarah

Sciarrino (Kimley-Horn), Lucas Muller
(Kimley-Horn), Danielle McCray
(Kimley-Horn)

UNDERSTANDING OF SERVICES

Program management can have a variety of meanings. For the purposes of this contract, Kimley-Horn interprets it to mean providing oversight and support with the logistics of implementing and maintaining programs. We understand that DRPT must report to the Virginia General Assembly on the benefits of its programs and services in order to justify funding needs. Through our work with the I-66 TMP and the I-395 Express Lanes TMP, we are aware of the legal agreement processes that must take place to pass money between various entities in the Commonwealth. With the increase in performance-based funding, it is critical to be able to convey the outcomes of DRPT's services in a manner that is clearly understandable to elected officials and the public.

APPROACH TO PROVIDING SERVICES

The Kimley-Horn team has extensive experience in the Commonwealth managing and supporting programs that distribute funding including SMART SCALE, the I-66 Commuter Choice Program, and the I-395 Express Lanes TMP. For these programs, we supported VDOT, DRPT, and NVTC, in close partnership with other regional stakeholders, to collaboratively

SELECT PROJECT EXPERIENCE

I-395 Express Lanes Transportation Management Plan (TMP) – Transit/TDM Strategies

Northern VA

Kimley-Horn is a key member of the team supporting VDOT in extending the I-395 Express Lanes for 8 miles north from Turkeycock Run near Edsall Road to the vicinity of Eads Street in Arlington.

Kimley-Horn serves as the lead for transit and TDM elements of the TMP, a documented set of strategies to help mitigate the effects of construction.

To develop the transit and TDM strategies, Kimley-Horn facilitated a stakeholder steering committee of regional stakeholders from Northern Virginia including jurisdictions and transit/TDM providers. Together, in close coordination with DRPT and the stakeholder committee, Kimley-Horn successfully identified and confirmed a set of transit routes and TDM strategies to help promote multimodal travel in the corridor within a constrained budget. Kimley-Horn worked directly with technical and legal staff from VDOT, DRPT, and funding recipients to complete the complex agreement process that outlines the transfer of funds. We held conversations with individual grantees and supported the process of defining eligibility requirements and operational considerations for each of the incentives being developed. We also worked with the communication team to create promotional materials and official communications regarding these strategies. Kimley-Horn is now in the process of developing a tracker for performance of the strategies to assess the value of each one and ensure that federal money is being allocated effectively.

Through this work, Kimley-Horn has developed advanced knowledge related to what it takes to implement and monitor transit services and TDM incentives and strategies in the Commonwealth and can use these skills to streamline program management of future DRPT initiatives.



develop performance measures, legal agreements, presentations to local and statewide elected officials, and the public. We continue to be involved as these programs evolve by setting up calls for projects monitoring outcomes, and identifying potential improvements. Some of the most critical elements of making these programs successful include:

- Working directly and regularly with the stakeholders involved to address concerns and ensure understanding of the programs
- Identifying performance measures that are trackable but convey results rather than outputs
- Deliberate documentation of legal processes and understanding of roles and responsibilities

Finally, having three former DRPT staff on our team provides us with a familiarity of DRPT processes and priorities.

ADDITIONAL PROJECT EXPERIENCE

- I-66 Commuter Choice Application Support, Northern VA
- Atlantic Gateway Rail Transportation Projects, Northern VA
- SMART SCALE Program Development and Management, Statewide, VA
- Construction Engineering Inspection Oversight Services and Engineering Support for GRTC BRT Design-Build Project, Richmond, VA



2. Experience and Qualifications

2. Experience and Qualifications

V.2.Tab 2. The Offeror must describe the skills and qualifications it has available to perform the various types of tasks described in the Statement of Needs. The key personnel who could be assigned to these various tasks must be identified. The Offeror must demonstrate that it has sufficient personnel with the various types of skills needed to staff the purchase orders when needed.

TEAM OVERVIEW

Kimley-Horn



Kimley-Horn is a full-service planning and engineering consulting firm with more

than 3,100 employees serving clients from 80+ offices nationwide. In Virginia, Kimley-Horn has four full-service offices in Reston, Richmond, Virginia Beach, and Newport News. We boast more than 225 employees in Virginia, including more than 30 professionals working in transit and transportation demand management (TDM). As we have proven under the current contract, we have the depth of transit system experience that will serve the Virginia Department of Rail and Public Transportation (DRPT) well under your General Planning Consultant Services Contract for Transit Projects in Virginia. We have experience in all modes of transit and TDM services. We specialize in intermodal and multimodal solutions, unique modeling and simulation capabilities, alternatives analysis, innovative funding, and the leading-edge implementation of intelligent transportation system (ITS) technologies. We also conduct small, special studies for transit operators including vision, strategic, and fiscal consulting, and have conducted planning efforts for DRPT including many transit development plans (TDPs) and TDP updates.

Our firm provides a full range of transit planning services including planning and feasibility studies, ridership/demand forecasts developed through transportation forecasting models, alternatives analysis, environmental studies, conceptual project design, and conceptual costs. We also develop operating scenarios using operational models and other tools and estimate operating costs and revenues.

Our transit planning and design staff have delivered projects for DRPT and other agencies, municipalities, and transit providers throughout the Commonwealth including:

- Arlington County
- Bay Transit
- Blacksburg Transit (BT)
- Blackstone Bus
- Bristol Virginia Transit
- Chesterfield County
- City of Alexandria
- City of Richmond
- City of Petersburg
- City of Virginia Beach
- City of Norfolk
- Fairfax County
- Farmville Area Bus
- Federal Transit Administration (FTA)
- Federal Railroad Administration (FRA)
- Federal Highway Administration (FHWA)
- Fredericksburg Area Metropolitan Planning Organization (FAMPO)
- FREDericksburg Regional Transit (FRED)
- Greater Lynchburg Transit Company (GLTC)
- Greater Richmond Transit Company (GRTC)
- Hampton Road Transit (HRT)
- Loudoun County
- Virginia Department of Transportation (VDOT)
- Metropolitan Washington Airports Authority (MWAA)
- Northern Shenandoah Valley Regional Commission
- Northern Virginia Transportation Commission (NVTC)
- Potomac and Rappahannock Transportation Commission (PRTC)
- Virginia Railway Express (VRE)
- Richmond Regional Planning District Commission
- Washington Metropolitan Area Transit Authority (WMATA)
- Win-Fred Metropolitan Planning Organization
- Williamsburg Area Transit Authority (WATA)

General Planning Consultant Services Contract for Transit Projects in Virginia

We have extensive experience coordinating all the various requirements associated with the federal New Starts/ Small Starts process, and can help with identifying potential funding from private investment. We also specialize in providing assistance in project justification, helping develop a sound financial plan, and advocating for complementary transportation and land use policies.

As the matrix below demonstrates, the Kimley-Horn team can provide DRPT with all 17 service areas outlined in your request for proposals (RFP), with additional support in many disciplines from our specialty subconsultants. Brief firm overviews for our teaming partners are included below.

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
	Project Feasibility/Identification and Alternatives Analysis	Environmental Analysis	Public Participation	Marketing and Promotion	Research and Surveying	Financial Planning and Analysis	Strategic Planning/Capital Investment Planning	Operations Planning and Analysis	Technical Assistance	Project Evaluation	Safety and Security	Short-Range Plan and Program Development	Training	Technology/ITS	Data Development, Analysis, and Maintenance	Compliance with FTA Rules and Regulations	Program Management
Kimley-Horn	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Connetics Transportation Group*	●				●	●	●	●		●		●			●		
IBI Group														●			
Sharp & Company*			●	●					●								
SIR*			●	●	●				●			●	●				●
Gallop*	●							●	●						●		
Interactive Elements, Inc. (IEI)*	●		●		●			●	●		●		●			●	●
RK&K	●	●	●			●	●	●	●	●		●			●	●	●
Mack Global*				●					●								●

*Denotes DBE and/or SWaM firm

SUBCONSULTANTS

Kimley-Horn has selected eight subconsultant firms to provide specialty services for any task orders that may arise under this contract. These subconsultants are not only technically talented, but also have strong working relationships with members of the Kimley-Horn team. Descriptions of these firms are provided below.

Connetics Transportation Group, Inc. (DBE/SWaM)



Connetics Transportation Group (CTG) will lead operations planning and analysis tasks, and provide support on project

feasibility/identification and alternatives analysis and short-range plan and program development assignments. CTG is a small, woman-owned firm with 18 professionals specializing in public transportation operations planning, travel demand modeling, and data analytics. The firm's staff members have provided bus and rail transit planning services to agencies in nearly every major U.S. city for more than 25 years. Their expertise includes short-range service planning (such as comprehensive operations analyses and TDPs), long-range systems plans and corridor projects (such as FTA Section 5309 New Starts projects), travel demand modeling/ridership forecasting, and financial and economic analyses. With the addition of travel modeling and data analytics staff members in 2016,

CTG now brings an exceptional focus to travel demand modeling, transit and traffic forecasting, travel market analysis, data-driven modeling techniques and Capital Investment Grant (formerly New Starts) analysis. CTG has extensive transit operations planning experience in Virginia and has been an active subcontractor on DRPT GPC teams since 2008.

Sharp & Company, Inc. (DBE/SWaM)



Sharp & Company will lead marketing and promotion tasks, and provide support for assignments involving public participation and technical assistance. A woman-owned business founded in 1982, the firm brings

together a diverse group of talents with a passion for powerful, game-changing communication that effectively forwards clients' project missions. Sharp & Company has worked in support of local, regional, and national transportation projects, including numerous projects in Virginia. The firm's work for DRPT's Statewide Rail Plan received recognition from the American Association of State Highway and Transportation Officials (AASHTO) as a best practice in communicating rail plans. It also won support for every project identified in the plan. The firm also played a pivotal role in the Transform 66 megaproject and the Northern Virginia Transportation Authority's (NVTAs) long-range multimodal transportation plan. Sharp & Company can provide outreach and meeting planning, logistics, and technical support for an audience of one key decision-maker or up to 20,000 participants.

IBI Group



IBI Group will provide support for technology/ITS tasks. IBI Group is a multidisciplinary technology-driven design firm comprised of electrical and communications engineers, IT technical support staff, system hardware and software designers, transportation planners, traffic engineers, and civil engineers. The firm is a recognized global leader in ITS technology including the planning, design, deployment, and operation of systems that implement technology to enhance transportation management, operations, and public information. These include systems for transit management, traveler information, tolling management, commercial vehicle operations, and traffic management. IBI Group has 33 employees working in its Alexandria, VA, office and 2,606 employees worldwide.

Southeastern Institute of Research (SIR) (SWaM)



SIR will help to lead tasks related to research and surveying, and also will provide support on assignments involving marketing and promotion, technical assistance, and short-range plan and

program development. Founded in 1964, SIR is a 20-employee, SWaM-certified, national strategic management consultancy focused on the intersection of research, marketing, and business strategy in the transportation, transit, and TDM categories. The firm boasts a wealth of expertise in transportation-related market research. This includes work for departments of transportation (DOTs), regional municipal planning organizations (MPOs), transit agencies, TDM agencies, tolling authorities, airports, and multinational architecture and engineering firms. SIR's relevant experience with DRPT includes the first-ever State of the Commute Study for Virginia, ridematching system evaluations, and a Vanpool Inventory and Impact Study.

Interactive Elements, Inc. (DBE)



Interactive Elements, Inc. (IEI) will lead tasks related to safety and security under this contract. Working with operators,

consultants, construction managers, contractors, and government agencies, IEI seeks to improve the safety and security, on-time performance, service quality, and cost effectiveness of public mass transit agencies. The company's professional staff of engineers, planners, and project managers has hands-on experience in the operation and maintenance of transit systems and facilities, and in the successful completion of multibillion-dollar capital improvement programs throughout the nation. IEI conducts 40–50 FTA Triennial Reviews of rail and bus transit agencies each year, and is one of two firms supporting the FTA Office of Safety and Oversight (formerly the Office of Safety and Security) for State Safety Oversight, which includes audits of State Safety Oversight Agencies under 49 CFR 659, and more recently, certification of State Oversight Agencies in accordance with MAP-21.

Gallop Corporation (DBE)



Gallop Corporation (Gallop) will assist with project feasibility/identification and alternatives analysis tasks and also provide

technical assistance. Gallop is a consulting firm with highly technical skills and diversified experience

specializing in transportation demand modeling and quantitative analysis. The firm's services have typically included transit ridership forecasts, TDM evaluation and modeling, computer software applications, and transportation planning and demand modeling. Gallop worked with Kimley-Horn to provide travel demand modeling for the Alexandria Dedicated Transitways project, and currently is providing ridership modeling for the Maryland Transit Administration's (MTA's) Purple Line.

Rummel Klepper & Kahl LLP (RK&K)



RK&K will provide support for tasks related to project feasibility/identification and alternatives

analysis and environmental analysis. The 1,200-person, multidisciplinary consulting firm provides planning and design services for infrastructure expansion and rehabilitation, including the design of roadways, bridges, transit, utilities, and site design. The firm's work for DRPT will be led by RK&K's Transit/Rail Group, which provides planning, design, and construction support for bus facilities and all types of rail infrastructure, including review or design engineering for busways, park-and-ride lots, transfer facilities, trackwork, bridges, tunnels, stations, maintenance facilities, and Americans with Disabilities Act (ADA) regulatory compliance. RK&K has completed transit operations planning and analysis as well as capital program support for transit agencies throughout the Mid-Atlantic. Their environmental specialists have the technical skills to evaluate existing environmental conditions and project effects, and they have a complete understanding of the National Environmental Policy Act (NEPA) and transportation development process within Virginia.

Mack Global, LLC (DBE/SWaM)



Mack Global will lead technical assistance tasks under this contract. The firm is a complete telework solutions provider offering consulting services on telework program implementation and

expansion. They help leaders make lasting, distinctive, and substantial improvements to the performance of their organizations by providing the strategic planning and training to empower employees to work remotely in the most effective way possible. They are trusted advisors for establishing successful telework programs and helping companies reap the benefits of remote work, including significant cost savings, increased productivity, and employee retention. Mack Global has been providing telework consulting services for the Telework!VA project for

the past 3 years. They provide technical assistance including developing policies and agreements, budget development, training for managers and employees, assistance with eligibility determinations, and strategic business planning as it relates to telework program implementation and expansion.

TEAM CAPACITY

The Kimley-Horn team is ready and available to serve DRPT under this contract. Our nationwide firm functions as one unified office, giving our project teams the ability to draw upon specialists and resources from across the firm.

One of the keys to our success when it comes to providing our clients with on-call services is managing the right resources at the right time. We emphasize project management using bimonthly effort reports that give our project managers up-to-date staffing and expense information related to their projects. This information enables them to continuously monitor the status of project cost, cost control effectiveness, and schedule. To assure responsiveness to DRPT's needs, Kimley-Horn uses a workload forecasting technique to determine staff availability. This "cast-ahead" process involves meeting with relevant department managers and staff to examine backlog, upcoming deadlines, production schedules, and several other factors. Many years of successfully completed projects prove that this system works well for our clients—including DRPT.

Each week, each month, and for the next 6 months and beyond, our project manager, **Mike Harris**, and task leaders will use this internal system to forecast and manage our workload for all technical and professional staff members. This information is used to determine staff availability on a local, regional, and firmwide basis so that you can rest assured that you'll have the resources available when needed.

A. ORGANIZATIONAL STRUCTURE

V.2.Tab 2.A. A detailed statement indicating the organizational structure under which the firm proposes to conduct business. If more than one firm is involved in this project, state the type of arrangement between the firms and the percentage of work to be performed by each.

For this contract, Kimley-Horn will serve as the prime consultant and DRPT's single point of contact. Kimley-Horn is committed to being responsible and accountable for the level of quality and service provided by our collective team under this contract. As the prime consultant, Kimley-Horn will be responsible for initiating

all tasks and managing all work performed by team members according to the nature of the task assignments. To ensure proper coordination with our subconsultants, we have identified key individuals who will serve as task leaders under our project manager, Mike Harris. All subconsultants will follow Kimley-Horn's processes for quality, invoicing, and client satisfaction.

The teaming matrix below shows the anticipated percentage of work each firm will perform under this contract. These are estimates, and actual workload will vary by task and availability.

Firm	Anticipated Percentage of Work
Kimley-Horn	63%
Connetics Transportation Group	10%
Sharp & Company	3%
IBI Group	2%
SIR	4%
Interactive Elements, Inc.	2%
Gallop Corporation	2%
RK&K	12%
Mack Global	2%

B. KEY PERSONNEL

V.2.Tab 2.B. A list of the key personnel including subcontractors who could be assigned to the various tasks identified. Give the relevant experience record of each and include resumes and any certifications.

Kimley-Horn has assembled a talented team of professionals who are passionate about serving DRPT under this important contract. Many of these key personnel will be familiar to you from our work performed under the previous contract; some of them will be new, as we're proud to say we've grown our transit planning team and capabilities substantially during the past 5 years. As you can see in the personnel matrix on the following page, the Kimley-Horn team has ample personnel resources in all disciplines requested in your RFP, which will allow us to staff any purchase order when needed. Our team's structure is detailed in the organization chart on page 2-8; resumes for key personnel, including relevant experience and certifications, begin on page 2-9.

Personnel Matrix	Key Personnel	Firm	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
			Project Feasibility/Identification and Alternatives Analysis	Environmental Analysis	Public Participation	Marketing and Promotion	Research and Surveying	Financial Planning and Analysis	Strategic Planning/Capital Investment Planning	Operations Planning and Analysis	Technical Assistance	Project Evaluation	Safety and Security	Short-Range Plan and Program Development	Training	Technology/ITS	Data Development, Analysis, and Maintenance	Compliance with FTA Rules and Regulations	Program Management
	Mike Harris	Kimley-Horn																	
	Paul Elman	Kimley-Horn																	
	Corey Hill	Kimley-Horn																	
	Rick Nau	Kimley-Horn																	
	Melissa DuMond	Kimley-Horn																	
	Amanda Baxter	Kimley-Horn																	
	Susan Sharp	Sharp & Company																	
	John Martin	SIR																	
	Jim Baker	CTG																	
	Robin Mack	Mack Global																	
	Erin Murphy	Kimley-Horn																	
	Dorothy Schulz, Ph.D.	IEI																	
	Danielle McCray	Kimley-Horn																	
	Sarah Sciarino	Kimley-Horn																	
	Alan Toppen	Kimley-Horn																	
	Stephen McCarthy	RK&K																	
	Milbrey Heard	CTG																	
	C.Y. Jeng, Ph.D.	Gallop Corporation																	
	Elizabeth Atherton	Kimley-Horn																	
	Eric Almqvist	RK&K																	

Kimley»Horn

Team Organization



Please see resumes for states of registration

Bold = Task Leader

Please see resumes for states of registration		Contract Manager	QC/QA
Bold = Task Leader		Mike Harris	Paul Elman, P.E. Corey Hill
1. Project Feasibility/ Identification and Alternatives Analysis	2. Environmental Analysis	3. Public Participation	4. Marketing and Promotion
Rick Nau Erin Murphy, AICP Stephen McCarthy, AICP ⁷ Milbrey Heard, AICP ¹ C.Y. Jeng, Ph.D. ⁶	Melissa DuMond, AICP Amanda Baxter Elizabeth Atherton, PWD Eric Almquist, AICP, PWS, CE ⁷	Amanda Baxter Mike Harris Erin Murphy, AICP Lucas Muller, P.E. Susan Sharp ²	Susan Sharp ² Patrice Lewis ⁴ John Bavoso Jessica Lawless
5. Research and Surveying	6. Financial Planning and Analysis	7. Strategic Planning/Capital Investment Planning	8. Operations Planning and Analysis
John Martin ⁴ Corey Hill Lucas Muller, P.E. JR Hipple ⁴ Mike Norvell ⁴	Corey Hill Don Schneck Eduardo Maeyama, P.E., LEED AP Kyeongsu Kim ¹	Mike Harris Lucas Muller, P.E. Melissa DuMond, AICP Erin Murphy, AICP Corey Hill	Jim Baker ¹ Lucas Muller, P.E. Danielle McCray, P.E. Alan Toppen, P.E. Anthony Gallo, P.E.
9. Technical Assistance	10. Project Evaluation	11. Safety and Security	12. Short-Range Plan and Program Development
Robin Mack ⁸ Susan Sharp ² John Martin ⁴ C.Y. Jeng, Ph.D. ⁶	Erin Murphy, AICP David Samba, P.E., PTOE Whitney Sokolowski, P.E. David Capparuccini, P.E., PTOE	Dorothy Schulz, Ph.D. ⁵ Jay Van Esley, AICP ⁵ Corey Hill Anthony Gallo, P.E. Zach Teague, P.E.	Danielle McCray, P.E. Lucas Muller, P.E. Milbrey Heard, AICP ¹ Mike Norvell ⁴
13. Training	14. Technology/ITS	15. Data Development, Analysis, and Maintenance	16. Compliance with FTA Rules and Regulations
Sarah Sciarrino, P.E., AICP Anthony Gallo, P.E. Tyler Beduhn, EIT Ashley Lickliter, P.E.	Alan Toppen, P.E. Mike Harris Ashley Lickliter, P.E. Tyler Beduhn, EIT Jeremy Siviter, PMP ³	Alan Toppen, P.E. Anthony Gallo, P.E. Lucas Muller, P.E. Pam Turner, GISP	Paul Elman, P.E. Melissa DuMond, AICP Danielle McCray, P.E. Corey Hill Charles Thorn, P.E.
17. Program Management	Subconsultants		
Paul Elman, P.E. David Samba, P.E., PTOE Sarah Sciarrino, P.E., AICP Lucas Muller, P.E. Danielle McCray, P.E.	1. Connetics Transportation Group (DBE/SWaM) 2. Sharp & Company (DBE/ SWaM)	3. IBI Group 4. SIR (SWaM) 5. Interactive Elements, Inc. (DBE) 6. Gallop Corporation (DBE)	7. Rummel, Klepper and Kahl, LLP (RK&K) 8. Mack Global, LLC (DBE/ SWaM)

Mike Harris



Mike brings 33 years of experience in the transit, ITS operations, traffic engineering, and transportation planning fields. He has strong engineering/planning skills and strong communication skills. Mike has a broad understanding of the multimodal transportation environment as it relates to transit, ITS, operations, traffic engineering, transportation planning, policy, and institutional issues. Relevant experience Mike brings includes leading a team that is assisting DRPT with implementing data collection standards to help develop a standardized process for working with all transit agencies in the Commonwealth to implement data collection and reporting standards through technology. He also led a team for VDOT's Transform 66: Outside the Capital Beltway where the team developed the transit/travel demand management implementation plan. For Inside the Beltway, he supported VDOT and DRPT in developing a program of multimodal improvements in the corridor. Mike is well respected for his technical skills, his warm personality, his communication skills, and his willingness to assist and mentor. He has excellent skills in project management, ensuring project schedules, scopes and budgets are met with management expectations.

RELEVANT EXPERIENCE

Mike has led or been instrumental in the delivery of a number of relevant projects, including:

- DRPT, General Planning Consultant Services Contract for Transit Projects, Statewide, VA
- Implementation of Performance Data Collection Standards and Reporting Pilot Program, Phase 1, Statewide, VA
- Transit Data Collection and Reporting, Phase, Statewide, VA
- Super NoVa Transit and Transportation Demand Management Vision Plan, Northern Virginia, VA
- Virginia Regional Transit (VRT), Advanced Public Transit System Consulting and Communication Services, Purcellville, VA
- Transit ITS Program Needs Assessment and Planning Study, Arlington, VA
- Project Manager for Blacksburg Transit TIGER Research, Blacksburg, VA
- Fredericksburg Regional Transit (FRED), Consulting Services for Planning, Procurement, and Implementation Support Relating to Selected IT-Related Projects, Fredericksburg, VA
- Fixed Route Transit Study, Loudoun County, VA
- Transit Development Plan Review, Loudoun County, VA
- Stakeholder and Outreach Coordination Support for Atlantic Gateway Rail Transportation Projects Along the I-95 Corridor, Northern VA

ROLE

Contract Manager

3 Public Participation

7 Strategic Planning/Capital
Investment Planning Task
Leader

14 Technology/ITS

PROFESSIONAL CREDENTIALS

Master of Science, Urban Systems
Engineering, George Mason
University

Bachelor of Science, Civil
Engineering, Pennsylvania State
University

PROFESSIONAL AFFILIATIONS

Intelligent Transportation Society
of America

Virginia Transit Association

Intelligent Transportation Society
of Virginia

Paul Elman, P.E.



Paul has 31 years of experience managing all aspects of engineering design, planning, and construction of transportation facilities, including heavy and light rail transit, bus rapid transit (BRT), streetcar, transit stations, complete streets, and large-scale transit oriented development. Paul's practice concentrates in the management of design for conceptual planning, feasibility studies, alternatives analysis, and preliminary and final design engineering. He also has significant experience in rail and transit alignments, roadway design, hydraulic engineering, utility design, public facilitation, agency coordination, and approval processes on the federal, state, and local levels. Prior to joining Kimley-Horn, Paul served as the DRPT's Deputy Project Director for both phases of the Dulles Corridor Metrorail Project (Silver Line), giving him valuable insight into your processes, procedures, and preferences.

RELEVANT EXPERIENCE

Paul has led or been instrumental in the delivery of a number of relevant projects, including:

- DRPT, General Planning Consultant Services Contract for Transit Projects, Statewide, VA
- TDPs for Four Agencies, Various Locations, VA
- Program Management, Project Management, and Engineering/Design Oversight Support for Atlantic Gateway Rail Transportation Projects Along the I-95 Corridor, Northern VA
- Super NoVa Transit and Transportation Demand Management Vision Plan, Northern Virginia, VA
- WMATA Capital Needs Inventory, Washington, DC
- Dulles Corridor Metrorail Project Program Management Support Services (for WMATA Silver Line), Vienna, VA
- Alternatives Analysis (AA) and Environmental Assessment (EA) for the West End Transitway, Alexandria, VA
- Potomac Yard Metro Station Project Consultant Services, Alexandria, VA
- Transit General Engineering Services (LRT) for City of Virginia Beach Extension, Virginia Beach, VA
- Program Management Services for Columbia Pike and Crystal City Streetcar Lines (Arlington Streetcar), Arlington County, VA
- Blacksburg Transit, Space Planning Study for Operations and Maintenance Facility, Blacksburg, VA
- Route 1 Bus Rapid Transit Feasibility Study, Prince William County, VA
- Potomac and Rappahannock Transportation Commission (PRTC) Strategic Funding Plan, Prince William County, VA

ROLE

QC/QA

- 16 Compliance with FTA Rules and Regulations Task Leader
- 17 Program Management Task Leader

PROFESSIONAL CREDENTIALS

Master of Engineering, Engineering Management, Virginia Polytechnic Institute and State University

Bachelor of Science, Civil Engineering, George Washington University

Professional Engineer in Virginia, Maryland, Delaware, and the District of Columbia

PROFESSIONAL AFFILIATIONS

American Public Transportation Association

American Society of Civil Engineers

Corey Hill



Corey brings his experience at DRPT, FRA, VRE, and local governments to the team. He has 25 years of experience serving in governance roles for federal, state, regional, and local agencies in Washington, DC, Northern Virginia, Richmond, and Hampton Roads. His areas of responsibility have included everything from multimodal transportation planning studies to multibillion-dollar rail and transit projects to establishing policies for rail, transit, and transportation demand management programs at the state and federal levels. As the Director of the Office of Program Delivery for FRA, Corey led a multidisciplinary office that was integrated with grantees into rail project delivery. He tracked thousands of project deliverables for more than 400 projects, and implemented a comprehensive monitoring program to track projects' programmatic progress (scope, schedule, budget), compliance (grant terms and conditions) and potential fraud, waste, and abuse. While with DRPT, Corey managed the agency's transit and TDM programs as the Chief of Public Transportation and led all large capital transit planning studies and projects including: Dulles Corridor Metrorail, Norfolk light rail (The Tide), Richmond bus rapid transit (now The Pulse), I-95/I-395 Transit/TDM Study, and I-66 Multimodal EIS.

RELEVANT EXPERIENCE

Corey has led or contributed to a number of relevant projects, including:

- Program Management, Project Management, and Engineering/Design Oversight Support for Atlantic Gateway Rail Transportation Projects Along the I-95 Corridor, Northern Virginia, VA
- Transit Data Collection and Reporting, Phase 2, Statewide, VA
- Transit Development Plan for Greater Lynchburg Transit Company (GLTC), Lynchburg, VA
- GLTC DBE Program Compliance and New Operations and Maintenance Facility Review, Lynchburg, VA
- VRE, Strategic Business Plan Support, Alexandria, VA
- PRTC Strategic Funding Plan, Prince William County, VA
- PRTC TDP/TDM Plan, Prince William County, VA
- GRTC, Richmond Transit Network Plan Implementation, Richmond, VA
- WMATA, Capital Needs Inventory (CNI), Washington, DC

Prior to joining Kimley-Horn, Corey held the following positions:

- FRA, Executive Director, Washington, DC
- FRA, Director of the Office of Program Delivery, Washington, DC
- FRA, Director of Rail Project Development and Delivery, Washington, DC
- DRPT, Acting Director, Richmond, VA
- DRPT, Chief of Public Transportation, Richmond, VA (NVTA Board Member, PRTC Board Member, HRT Board Member)

ROLE

QC/QA

- 5 Research and Surveying
- 6 Financial Planning and Analysis Task Leader
- 7 Strategic Planning/Capital Investment Planning
- 11 Safety and Security
- 16 Compliance with FTA Rules and Regulations

PROFESSIONAL CREDENTIALS

Master of Public Administration, Public Administration, George Mason University

Bachelor of Science, Political Science, James Madison University

PROFESSIONAL AFFILIATIONS

American Public Transportation Association

Richard Nau



Rick brings national and local experience with a wide variety of modes (bus, BRT, LRT, streetcar, commuter rail, passenger rail) and has managed feasibility studies, alternatives analyses, NEPA, and preliminary engineering studies primarily as part of the New Starts/Small Starts project development process. He has worked with Amtrak, MARC, and VRE on passenger rail projects in Virginia and Maryland and has coordinated with clients, local planning officials, communities, and regulatory agencies to advance projects toward implementation. He has significant experience in public presentations and working with neighborhood and citizen groups to develop project consensus.

RELEVANT EXPERIENCE

Rick has led or contributed to a number of relevant projects, including:

- Peninsula Fixed Guideway Corridor Study, Newport News/Hampton, VA
- WATA, Project Management Services for New Administrative and Maintenance Facility, Williamsburg, VA
- Potomac Yard Metro Station Project Consultant Services, Alexandria, VA
- Miami Beach Streetcar Concept Design, Environmental Review, and P3 Procurement, Miami Beach, FL
- VIA Metropolitan Transit Agency, General Planning Consultant (GPC) Work, Statewide, TX
- Ann Arbor Area Transit Authority (AAATA), Operational Facilities Needs Study, Ann Arbor, MI
- Old Town North Small Area Plan Transportation Study, Alexandria, VA
- Crosstown Multimodal Transportation Study, Washington, DC

Rick worked on the following projects prior to joining Kimley-Horn:

- MTA, On-Call Planning, Statewide, MD
- Ann Arbor Connector Alternatives Analysis, MI
- Robert Street Corridor Transit Feasibility Study, St. Paul, MN
- Union Depot Concept Design and Environmental Assessment, St. Paul, MN
- Ames Transit Feasibility Study, Ames, IA
- Iowa Quad Cities Transit Alternatives Analysis, Davenport, IA
- Cedar Avenue Transitway Alternatives Analysis, Dakota County MN
- Southwest Corridor Rail Transit Feasibility Study, Minneapolis, MN
- I-66 Corridor Major Investment Study (MIS), Northern VA

ROLE

- 1 Project Feasibility/ Identification and Alternatives Analysis Task Leader

PROFESSIONAL CREDENTIALS

Bachelor of Science, Forest Sciences, University of Minnesota-Twin Cities

PROFESSIONAL AFFILIATIONS

American Planning Association

Melissa DuMond, AICP



Melissa is a conscientious project manager with 18 years of experience who undertakes assignments with tight deadlines, fiscal constraints, and balancing multiagency missions. Her experience in conducting planning studies for passenger rail include federal, state, and local programs. She specializes in strategic planning efforts deployed to address specific issues with stakeholder management, service optimization, environmental clearance, and financing of capital investments. She has experience serving as key staff representing or supporting local, state, and federal leadership including Board of Directors and special committees. Melissa possesses practical knowledge of federal, state, and local programs; NEPA; state environmental laws; and land management and planning.

RELEVANT EXPERIENCE

Melissa is currently contributing to the following projects:

- Service Planning and Environmental Strategy for Atlantic Gateway Rail Transportation Projects Along the I-95 Corridor, Northern VA
- Caltrain Business Plan 2018, Statewide, CA
- California State Transportation Agency (CalSTA), Strategic Business Planning for an Integrated Passenger Rail System, Statewide, CA

Melissa held the following positions and worked on the following projects prior to joining Kimley-Horn in January 2018:

- California High-Speed Rail Authority, Director of Planning and Integration, Sacramento, CA
- FRA's High-Speed Intercity Passenger Rail Program, various positions: Southwest Regional Manager, Transportation Industry Analyst, and Environmental Protection Specialist, Washington, DC
- Alaska Railroad Corporation's (ARRC) Northern Rail Extension, Surface Transportation Board, AK
- Southeast High-Speed Rail Tier I EIS, Washington, DC, to Charlotte, NC
- Norfolk Southern Railway Company, Pan Am Railways, Inc., et al.—Joint Control and Operating/Pooling Agreements, NY, NH, VT, MA and CT

ROLE

- 2 Environmental Analysis Task Leader
- 7 Strategic Planning/Capital Investment Planning
- 16 Compliance with FTA Rules and Regulations

PROFESSIONAL CREDENTIALS

Master of Public Administration, Environmental Policy and Management, North Carolina State University

Master of Natural Resources, Natural Resource Policy, North Carolina State University

Bachelor of Science, Environmental Studies, University of North Carolina at Wilmington

American Institute of Certified Planners

PROFESSIONAL AFFILIATIONS

American Planning Association

Amanda Baxter



Amanda has 20 years of experience in the development of complex transportation and infrastructure projects. She has extensive knowledge of environmental planning, policy and engineering principles related to the construction and design of roadways, transit facilities and major infrastructure. She maintains a strong knowledge of transportation laws, regulations, policies, and procedures to include federal, state, and local planning and land use regulations. Amanda applies her experience in public policy, local politics, and business practices related to transportation issues to negotiate and lead discussions to reach desired results and has the skill and ability to positively interact with team members, the public, and government officials. She is skilled at maneuvering through complex political situations effectively while demonstrating sensitivity to how people and organizations function.

RELEVANT EXPERIENCE

Amanda is currently working on the following project:

- VDOT, General Engineering Consultant (GEC) for Transform I-66 and Northern Virginia Megaprojects Office, Northern VA

Amanda served as a program manager or project manager on the following projects prior to joining Kimley-Horn in January 2018:

- Transform 66 Inside the Beltway, Express Lanes, Multimodal Improvements, Eastbound Widening, Fairfax and Arlington Counties, VA
- I-395 Express Lanes, Project Development and Stakeholder Coordination, Fairfax and Arlington Counties and City of Alexandria, VA
- Route 1 Corridor Improvement Project, BRT and Roadway Improvements, Fairfax County, VA
- Purple Line Final Environmental Impact Statement (FEIS), Montgomery and Prince Georges Counties, MD
- Riverside Rail Yard Environmental Due Diligence, Baltimore, MD
- Kirk Bus Division, NEPA Planning and Voluntary Cleanup Program, Baltimore, MD
- MTA, Mobility Division, Planning and Voluntary Cleanup Program, Baltimore, MD
- MARC Maintenance and Layover Facilities, Environmental Planning, MD
- Edgewood Station Improvements Environmental Documentation, Edgewood, MD
- North County Bus Depot, Environmental Services, Montgomery County, MD
- US Route 460 Corridor Improvement Project, Suffolk, VA
- Dulles Air Cargo Passenger and Metro Access Highway, Dulles, VA
- I-395 High-Occupancy Vehicle/Transit Ramp at Seminary Road (Route 420), Alexandria, VA

ROLE

- 2 Environmental Analysis
- 3 Public Participation Task Leader

PROFESSIONAL CREDENTIALS

Bachelor of Science, Geology, George Mason University, 1998

PROFESSIONAL AFFILIATIONS

American Planning Association

Susan Sharp



As founder of Sharp & Company, Susan is the intellectual architect of the firm's deep capacity for bringing public perspective and engagement to transportation initiatives. In 1982, Susan changed the game by creating a firm with the ability to sit in the public's shoes, introducing a new breed of stakeholder engagement. She brings strategic and creative guidance to virtually every Sharp & Company effort, drawing on deep marketing and communications expertise—from high-level strategy to digital and print media, information architecture, writing, and graphic design. Prior to founding Sharp & Company, she built an unrivaled track record in the private and public sectors as a marketing strategist, advertising executive, art director, and creative director for her own design firm. Her concepts have been repeatedly held up as best practices throughout the transportation communications sector.

RELEVANT EXPERIENCE

Susan has been instrumental in the delivery of a number of relevant projects, including:

- Statewide Rail Plan, VA
- Statewide Public Transportation Plan, VA
- Try Transit Week Outreach, Statewide, VA
- I-66 Inside the Beltway Tolling, Northern VA
- I-66 Inside the Beltway Multimodal Study, Arlington and Fairfax County, VA
- James City Mooretown Road Extension Study, James City, VA
- TransAction 2040, Northern VA
- Route 7 Multimodal Study, Northern VA
- Northern Virginia North-South Corridor, Loudoun and Prince William Counties, VA
- Fairfax County Transportation Consulting Services for Transportation and Urban Planning, Design, and Engineering: Fairfax County Transit Development Plan Public Outreach, Fairfax, VA
- Fairfax County Transportation Consulting Services for Transportation and Urban Planning, Design, and Engineering: Fairfax County Industry Best Practices Emergency Information Dissemination, Fairfax, VA
- Fairfax County Transportation Consulting Services for Transportation and Urban Planning, Design, and Engineering: Fairfax County Industry Best Practices Marketing Outreach, Fairfax, VA
- DC Circulator Transit Development Plan, Washington, DC
- South Capitol Street Supplemental EIS/ROD, Washington, DC
- Long Bridge Railroad Bridge Study Phase I and II, Washington, DC
- Oregon Avenue Reconstruction Improvements, Washington, DC
- Oregon Avenue Watershed Green Streets Infrastructure, Washington, DC

ROLE

- 3 Public Participation
- 4 Marketing and Promotion Task Leader
- 9 Technical Assistance

PROFESSIONAL CREDENTIALS

Bachelor of Arts, Graphic Design,
American University

John Martin



John leads Richmond-based strategic management consultancy SIR, which offers research-driven communications support to public- and private-sector clients across the country. Founded in 1964, SIR has conducted more than 15,000 studies, including surveys, focus groups, ethnography, and more. Upon taking the helm at SIR in 2003, John earned the firm acclaim through several high-profile transportation projects, particularly those in TDM marketing. Clients have included DRPT, VDOT, Arlington County Commuter Services, the Dulles Corridor Metrorail extension project, GRTC Transit System, Hampton Roads Transit, the Northern Shenandoah Valley Planning District, RideFinders, and Telework!VA. In past roles, John also led award-winning campaigns to launch Atlanta's HOV system and reduce congestion during the 8-year expansion of the I-95 "Mixing Bowl." Recognizing the growing market impact of the Baby Boomer and Millennial generations, John specializes in the intersection of cultural and societal trends (e.g., autonomous vehicles) with generational dynamics in the marketplace to guide clients toward a plan for success tomorrow.

RELEVANT EXPERIENCE

John has been instrumental in the delivery of a number of relevant projects, including:

- Telework!VA Website User Testing and Marketing Strategy, Statewide, VA
- GRTC Transit System, Research-Based Strategic Communications Plan and Rollout, Richmond, VA
- Virginia's OIPI, Economic Growth and Multimodality Market Research and Trends Analysis, Statewide, VA
- Elizabeth River Crossings, Research-Based Public Awareness Campaign, Hampton Roads, VA
- I-66, Transit and TDM Market Research, Northern Virginia, VA
- Arlington County Commuter Services, TDM Performance Impact Reporting Plan, Arlington, VA
- Arlington County Commuter Services, Hispanic Population Research and Marketing Plan, Arlington, VA
- HRT, Research-Based Strategic Marketing Plan, Hampton, VA
- NVTC, Interview-Based TDM Article Development, Northern VA
- Virginia Department of Motor Vehicles, Trends Analysis and Executive Facilitation of Strategic Planning, Richmond, VA

ROLE

- 5 Research and Surveying Task Leader
- 9 Technical Assistance

PROFESSIONAL CREDENTIALS

Master of Business Administration,
Virginia Commonwealth University

Bachelor of Arts, Economics,
Washington and Lee University

PROFESSIONAL AFFILIATIONS

American Marketing Association

Association for Commuter
Transportation

James Baker



Jim has 32 years of transportation planning experience. He has worked on various transit studies and projects across the country, specializing in transit service planning for both short- and long-range projects.

RELEVANT EXPERIENCE

Jim has been instrumental in the delivery of a number of relevant projects, including:

- TDPs for Multiple Agencies, Arlington, Bristol, Charlottesville, Danville, Fairfax, Loudoun County and Richmond, VA
- I-95 Transit and TDM Plan, Northern Virginia and Washington, DC
- Super NoVa Transit and TDM Vision Plan, Northern VA
- Transit Network Plan Implementation Assistance, Richmond, VA
- MARTA Comprehensive Operations Analysis, Atlanta, GA
- MARTA Georgia 400 Transit Initiative, Atlanta, GA
- MARTA I-20 East Transit Initiative, Atlanta, GA
- DART Comprehensive Operations Analysis, Dallas, TX
- Cotton Belt PE/EIS, Dallas, TX
- Arterial Transitways Study, Twin Cities Area, MN
- Gwinnett Comprehensive Transit Development Plan, Gwinnett County, GA
- RTD FasTracks Rail Operations Plans, Denver, CO
- Comprehensive Study Project for the Central Midlands RTA, Columbia, SC
- East-West BRT Feasibility Study, Milwaukee, WI
- Michigan/Grand River Avenue Transportation Study, Lansing, MI
- Durham-Orange Light Rail Transit Project, Research Triangle Area, NC
- North-South Corridor Study, Chapel Hill, SC
- Central Corridor Engineering Services/Project Design, Minneapolis/St. Paul, MN
- Southwest Corridor (Green Line Extension) LRT Services, Minneapolis, MN
- Bottineau Corridor (Blue Line Extension) LRT Services, Minneapolis, MN
- Cedar Avenue Transitway (Red Line) Implementation Plan, Dakota County, MN
- Loudoun County Transit Commuter Bus Fare Analysis, Loudoun County, VA
- Gold Line BRT DEIS, Saint Paul, MN
- GRTA Direct Xpress Horizon 1 Implementation, Atlanta, GA

ROLE

8 Operations Planning and Analysis Task Leader

PROFESSIONAL CREDENTIALS

Master of City Planning, Georgia Institute of Technology

Bachelor of Science, Community and Regional Planning, Iowa State University

Robin Mack



Robin has been a telework solutions provider offering consulting services on telework program implementation and expansion for more than 12 years. Her company specializes in policy and procedures formation, mobile workforce program development, management and employee training, and the strengthening of business continuity of operations. Robin empowers business mobility and gives companies the green light to work outside of the office box. She spearheaded the Virginia Department of Taxation's telework initiative for more than 5 years. As the telework program manager, Robin increased the number of employees teleworking to 62 percent, earning her the 2008 Governor's Technology Award for the Best Telework Initiative in the State for Public Sector and the 2008 Digital Government Achievement Award. She currently provides all telework technical assistance and consulting for the Telework!VA program administered in Northern Virginia.

RELEVANT EXPERIENCE

Robin has provided telework consulting services, project management, and training for a number of clients, including:

- Telework!VA Program Management, Northern VA
- The Service Company, Richmond, VA
- Food and Drug Administration, Rockville, MD
- Fort Jackson Army Base, Columbia, SC
- City of Suffolk, VA
- Arlington County, VA
- George Mason University, Fairfax, VA
- Arline Tariff Publishing Company, Dulles, VA
- National School Board Association, Alexandria, VA
- ATCS, PLC Herndon, VA
- Transurban, Alexandria, VA
- Wells & Associates, McLean, VA
- National Society of Black Engineers, Alexandria, VA
- Air Conditioning, Heating, and Refrigeration Institute, Arlington, VA
- Virginia Department of Taxation, Richmond, VA
- Virginia Department of Human Resource Management, Richmond, VA

ROLE

9 Technical Assistance Task Leader

PROFESSIONAL CREDENTIALS

Bachelor of Science, Business Management, Oral Roberts University

PROFESSIONAL AFFILIATIONS

ACT Telework Council Member
Metropolitan Business League



Erin Murphy, AICP



Erin has been involved with numerous transit projects in the Commonwealth and District of Columbia. Erin's transit planning experience ranges from regional vision planning, corridor alternatives identification, alternatives evaluation, and concept development as well as impacts evaluation, preparation of cost estimates, and transit facility planning. She is well-versed in the application of travel demand modeling and mode choice post-processing, the development of data-driven models, and integration of various tools in developing planning-level forecasts for transit projects. In addition, Erin has led the technical analysis for transit corridor suitability and feasibility assessments considering land use, transportation effectiveness, and environmental impacts including a two-tiered concept development and selection process for three high-capacity transit corridors in the City of Alexandria and two on the Peninsula. She also has led or been substantially involved in stakeholder and public engagement processes, which are critical to project success, developed prioritization schemas, and long-range capital plans.

RELEVANT EXPERIENCE

Erin has led or contributed to a number of relevant projects, including:

- I-66 Outside the Beltway Transit and TDM Plan
- I-66 Inside the Beltway Commuter Choice Program
- I-395 Express Lanes General Engineering Services Transportation Management Plan
- Super NoVa Transit and TDM Vision and Action Plans, Northern Virginia, VA
- Alternatives Analysis (AA) and Environmental Assessment (EA) for the West End Transitway, Alexandria, VA
- Dedicated Transit Corridor Study, Alexandria, VA
- Peninsula Fixed Guideway Corridor Study, Newport News/Hampton, VA
- Strategies to Implement High-Capacity Transit Services on Route 3, Fredericksburg, VA
- Dulles Metrorail Station Roadway Prioritization Study, Loudoun County, VA
- PRTC, Strategic Funding Plan, Prince William County, VA
- Route 1 Bus Rapid Transit Feasibility Study, Prince William County, VA
- PRTC Western Operations Facility Feasibility Study, Prince William County, VA
- Program Management Services for Columbia Pike and Crystal City Streetcar Lines (Arlington Streetcar), Arlington County, VA
- Crystal City Multimodal Transportation and Crystal City Transitway Studies, Arlington County, VA
- Herndon Metrorail Stations Access Management Study, Fairfax County, VA
- 16th Street NW Bus Lanes Project, Washington, DC
- Nonregional Bus Study, Washington, DC

ROLE

- 1 Project Feasibility/ Identification and Alternatives Analysis
- 3 Public Participation
- 7 Strategic Planning/Capital Investment Planning
- 10 Project Evaluation Task Leader

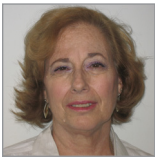
PROFESSIONAL CREDENTIALS

Master of Science, Civil Engineering, Carnegie Mellon University

Bachelor of Science, Civil and Environmental Engineering, Carnegie Mellon University

American Institute of Certified Planners

Dorothy Schulz, Ph.D.



Dorothy has 40 years of experience in safety and security facets of rail public transportation. She is a former Captain and Commanding Officer at the MTA's Metro-North Railroad in New York, NY, the largest commuter rail operation in the United States. She has served as Director of Security for a university, the Fashion Institute of Technology, and taught courses as a professor at John Jay College of Criminal Justice, both located in New York, NY. She also has served as Principal Investigator for the Transportation Research Board and published many studies on safety and security in rail transit.

RELEVANT EXPERIENCE

Dorothy has been instrumental in the delivery of a number of relevant projects, including:

- FTA State Safety Oversight Audits Assessing State Agency Compliance with 49 CFR Part 659 and Oversight of Rail Fixed Guideway Public Transportation Systems Within Their States, Washington, DC
- FTA Safety and Security Readiness Reviews of New Starts Rail Transit Projects Prior to Initiation of Revenue Service, Washington, DC
- Assessment of Security Requirements for the Rehabilitation of the Atlantic Avenue Terminal Complex, Brooklyn, NY
- Safety and Security Planning for the UTA Light Rail System as Part of an FTA Project Management Oversight Contract, Salt Lake City, UT
- Principal Investigator for Transportation Research Board, where she led the largest study of transit policing undertaken prior to 9/11, Video Surveillance Uses by Rail Transit Agencies, New York, NY
- PennDOT System Security Standard Development, Harrisburg, PA
- Threat and Vulnerability Assessments, Crash Hazard Analyses, and Access/Egress Assessments for Denver RTD's West, East, and Central Corridors, Denver, CO
- Threat and Vulnerability Assessments for the DDOT DC Streetcar Project, Washington, DC
- FTA Circular 5800.1 for Safety and Security Management Plans (SSMP), Washington, DC
- OP 22 for Project Management Oversight (PMO) Implementation, Washington, DC
- PMO SSMP Reviews for Miami-Dade Transit, Port Authority of Allegheny County Pittsburgh, Dallas DART, Houston METRO, Honolulu HART, Minneapolis METRO, and San Diego Trolley
- Reviews on Behalf of State Oversight Agencies in MA, GA, and NJ
- Assessment of Safety and Security elements for the Washington, DC, Union Station Terminal Infrastructure Plan, Washington, DC

ROLE

- 11 Safety and Security Task Leader

PROFESSIONAL CREDENTIALS

Ph.D., American Civilization, New York University

Master of Art, Criminal Justice, John Jay College of Criminal Justice

Bachelor of Art, Journalism, New York University

PROFESSIONAL AFFILIATIONS

International Association of Chiefs of Police (Life Member)

Danielle McCray, P.E.



Danielle has 10 years of multimodal transportation planning, transportation operations, and corridor planning experience. She has worked on various projects across the Commonwealth including multimodal studies and implementation plans on corridor and areawide projects. Additionally, she has completed countywide bus route analysis, documenting performance measures, costs, and funding strategies for TDP updates. She has played an active role on the program management team for the Dulles Corridor Metrorail project interfacing with WMATA, and worked on the Super NoVa Transit/TDM Vision Plan including interfacing with many area agency stakeholders. Danielle has led or supported transit development plan updates for GLTC, Bay Transit, Blackstone Area Bus, Bristol Transit, and Farmville Area Bus. Her primary responsibilities have included evaluation of existing ridership, service, and financial characteristics of the systems.

RELEVANT EXPERIENCE

Danielle has been instrumental to the delivery of a number of relevant projects, including:

- Transit Development Plan for GLTC, Lynchburg, VA
- GLTC, DBE Program Compliance and New Operations and Maintenance Facility Review, Lynchburg, VA
- TDPs for Four Agencies, Various Locations, VA
- PRTC Strategic Funding Plan, Prince William County, VA
- Support Services for WMATA NEPP, Northern Virginia, VA
- Dulles Corridor Transportation Management Plan (TMP), Northern VA
- Transportation Prioritization Study for the Area Surrounding the New Metrorail Stations, Loudoun County, VA
- Transit Development Plan Review, Loudoun County, VA
- Development Process Consulting Services for the Potomac Yard Metro Station, Alexandria, VA
- "Moving Priority Projects Forward" Transportation Program Development and Project Prioritization, Loudoun County, VA
- Herndon Metrorail Station Access Management Study, Fairfax County, VA

ROLE

- 8 Operations Planning and Analysis
- 12 Short-Range Plan and Program Development Task Leader
- 16 Compliance with FTA Rules and Regulations
- 17 Program Management

PROFESSIONAL CREDENTIALS

Master of Civil Engineering, Civil Engineering, University of Virginia

Bachelor of Science, Civil Engineering, University of Virginia

Professional Engineer in Virginia

PROFESSIONAL AFFILIATIONS

Women's Transportation Seminar

Institute of Transportation Engineers

American Planning Association

National Society of Black Engineers

Sarah Sciarrino, P.E., AICP



Sarah brings 6 years of engineering and transportation planning experience. She has experience managing and supporting on a variety of project types, including transit and transportation planning studies, program management plans, and stakeholder engagement. Sarah's experience includes development and analysis of potential project alternatives, prioritization of alternatives, and development of recommendations. Sarah has experience partnering with localities, agencies, and other stakeholders to develop effective and implementable transit and transportation solutions.

RELEVANT EXPERIENCE

Sarah has contributed to a number of relevant projects, including:

- Program Management, Project Management, and Engineering/Design Oversight Support for Atlantic Gateway Rail Transportation Projects Along the I-95 Corridor, Northern Virginia, VA
- Evaluation of Transit Service Options on the US 1 Corridor, Chesterfield, VA
- Blacksburg Transit Facilities Assessment, Blacksburg, VA
- VDOT, Highway Capacity Manual (HCM) and Highway Capacity Software Technical Training, Statewide, VA
- VDOT, HCM Training for Planners, Richmond, VA
- VDOT, Safety Rest Area and Welcome Center Program Management Plan, Statewide, VA
- VDOT, Innovative Intersection Outreach, Statewide, VA

ROLE

- 13 Training Task Leader
- 17 Program Management

PROFESSIONAL CREDENTIALS

Master of Science, Civil Engineering, Carnegie Mellon University

Bachelor of Arts, Physics, Colgate University

Professional Engineer in Virginia

American Institute of Certified Planners

PROFESSIONAL AFFILIATIONS

American Planning Association

Women's Transportation Seminar

Alan Toppen, P.E.



Alan has nearly 20 years of experience in ITS consulting and research. His experience includes systems engineering, state/regional ITS planning, transit technology, traveler information systems, performance management, connected and autonomous vehicles planning, and data analysis/program support. Alan brings experience in database management, data analysis, and performance management to the team. He recently led a task for DRPT to set data collection, verification, and reporting standards for a performance-based funding formula for the 40 local transit agencies across the state. In addition, Alan was the project manager for a transit technology strategic plan for Arlington County, which developed a needs-based five-year program of projects for its Capital Improvement Program. For the Emirate of Dubai in the United Arab Emirates, Alan worked with the Kimley-Horn team in the development of a strategic roadmap to accelerate the adoption of self-driving transport, which had a heavy emphasis on transit modes (BRT, LRT, neighborhood shuttles, taxis, personal trips). Alan also serves on a team of data analysis resources supporting a variety of projects, managing the acquisition, processing, and reporting of large data sets.

RELEVANT EXPERIENCE

Alan has led or contributed to a number of relevant projects, including:

- Implementation of Performance Data Collection Standards and Reporting Pilot Program, Statewide, VA
- Transit ITS Program Needs Assessment and Planning Study, Arlington, VA
- DRPT, Strategic Communications Plan for Transit ITS, Statewide, VA
- Project Manager for Blacksburg Transit, Blacksburg, VA
- Support Services for WMATA NEPP, Northern VA
- Emirate of Dubai, UAE Automated Vehicle Roadmap, Dubai, UAE
- Loudoun County ITS Concept of Operations and Implementation Plan, VA
- FHWA, Estimate Benefits of Crowdsourced Data from Social Media, Nationwide, US
- USDOT/FHWA, Impacts of Emerging Data Sources and Big Data Tools on TSM&O, Nationwide, US
- VDOT, Statewide ITS General Consulting Services Contract, VA
- FHWA, Eastern Federal Lands Highway Division (EFLHD), Transportation Asset Management Data Integration Workshop, Nationwide, US

ROLE

- 8 Operations Planning and Analysis
- 14 Technology/ITS Task Leader
- 15 Data Development, Analysis, and Maintenance Task Leader

PROFESSIONAL CREDENTIALS

Master of Science, Civil Engineering, University of Texas, Austin

Bachelor of Science, Civil Engineering, Cornell University

Professional Engineer in Virginia and Michigan

PROFESSIONAL AFFILIATIONS

Intelligent Transportation Society of America

Stephen McCarthy, AICP



Steve is a certified planner with 24 years of experience in transit and multimodal service planning and has been responsible for various public outreach efforts supporting bus and rail transit planning projects on the route, corridor and system level, including long-range transit plans, rail station site studies, park-and-ride site studies, bus stop site analysis, passenger origin-destination surveys and analysis, transit alignment studies, and transit corridor analysis for urban, suburban, rural, resort, and special events services. He has significant experience working with state, county, and local municipalities as well as community groups on transit- and multimodal-related issues.

RELEVANT EXPERIENCE

Steve has been instrumental to the delivery of a number of relevant projects, including:

- Elkton Rail Station Transit Oriented Development, Elkton, MD
- Purple Line Corridor, Baltimore, MD
- MD 5/US 301 Transit Service Staging Plan (TSSP), Prince George's and Charles, MD
- SR 141 Transit Center at AstraZeneca, Wilmington, DE
- Wilmington Transit Moving Forward I and II Study, Wilmington, DE
- Baltimore Red Line Corridor Transit Study and General Engineering Contract (GEC), MD
- State Highway Administration (SHA), Engineering and Environmental Services, Statewide, MD

ROLE

- 1 Project Feasibility/ Identification and Alternatives Analysis

PROFESSIONAL CREDENTIALS

Masters of Business Administration,
Wilmington College

Bachelor of Art, Criminal Justice,
University of Delaware

Associate of Applied Science,
Industrial Engineering

American Institute
of Certified Planners

Milbrey Heard, AICP



Milbrey, one of CTG’s owners, has 26 years of experience in transportation planning gained through working on a variety of transit projects in numerous U.S. cities and regions. She has extensive experience in multimodal/system transportation planning and short- and long-range transit operations planning.

RELEVANT EXPERIENCE

Milbrey has been instrumental in the delivery of a number of relevant projects, including:

- TDPs for Multiple Agencies, Williamsburg, Fredericksburg, Prince William County, and Charlottesville, VA
- I-95 Transit and TDM Plan, Northern Virginia and Washington, DC
- Super NoVa Transit and TDM Vision Plan, Northern Virginia
- West End Transitway Alternatives Analysis and Environmental Assessment, Alexandria, VA
- Peninsula Corridor Study for Hampton Roads Transit, Hampton Roads Region, VA
- METRA Transit Needs Assessment, Columbus, GA
- Greenlink Comprehensive Operations Analysis and Transit Development Plan, Greenville, SC
- MARTA Clifton Corridor Transit Initiative, Atlanta and DeKalb County, GA
- CobbLinc South Cobb Transit Evaluation and Implementation Plan, Cobb County, GA
- CobbLinc Implementation Services, Cobb County, GA
- Southeast Area Transportation and Land Use Study, Nashville Metropolitan Area, TN
- Small Starts Submittal for East-West Connector PE and EA, Nashville, TN
- Triangle Transit Short-Range Transit Planning Services, Research Triangle, NC
- Warner Robins Transit Feasibility Study, Warner Robins, GA
- Transit Development Plan for Knoxville Area Transit, Knoxville, TN
- Crystal City Streetcar Preliminary Engineering, Arlington County, VA

ROLE

- 1 Project Feasibility/ Identification and Alternatives Analysis
- 12 Short-Range Plan and Program Development

PROFESSIONAL CREDENTIALS

Master of City and Regional Planning, University of Memphis

B.B.A., Business Geography, University of Georgia

American Institute of Certified Planners

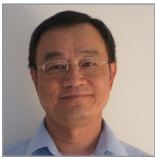
PROFESSIONAL AFFILIATIONS

American Institute of Certified Planners

American Planning Association

Georgia Planning Association

C.Y. JENG, Ph.D.



Dr. C. Y. Jeng is the president of Gallop Corporation. He has more than 30 years of experience in modeling. His expertise includes transportation planning and travel demand modeling, TDM and air quality analysis, traffic operation analysis, quantitative methods, and aviation system planning. He was the task leader in updating the travel demand model for Salt Lake City. Dr. Jeng also been involved in either developing or reviewing the transportation planning models for the metropolitan areas such as Washington, DC; Vega Baja and San Juan of Puerto Rico; St. Louis, MO; Dallas, TX; Baltimore, MD; Pittsburgh, PA; and Seattle, WA. Dr. Jeng has previously completed the transit demand forecasting tasks in developing PE/FEIS of the Georgetown Branch Transitway/Trail Study, Metro Bethesda Station Study, Southern MD Transit Corridor Preservation Study, and Capital Beltway South Side Transit (CBSST) Study.

RELEVANT EXPERIENCE

Dr. Jeng has contributed to a number of relevant projects, including:

- Purple Line Corridor Transit Study, Montgomery and Prince George's Counties, MD
- Corridor Cities Transitway (CCT) Study, Gaithersburg, MD
- Capital Beltway South Side Transit (CBSST) Study, Suitland, MD
- 14th Street Bridge Corridor EIS Study, Washington, DC
- South Capitol Street Final EIS Study, Washington, DC
- Travel Demand Forecasts of MD 5 Corridor Planning Study from I-495 to US 301, Southern Maryland, MD
- Southern MD Transit Corridor Preservation Study, La Plata, MD

ROLE

- 1 Project Feasibility/ Identification and Alternatives Analysis
- 9 Technical Assistance

PROFESSIONAL CREDENTIALS

Ph.D., Transportation Engineering, University of California, Berkeley

Master of Science, Civil Engineering, National Taiwan University

Bachelor of Science, Civil Engineering, National Chiao Tung University

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers

Institute of Transportation Engineers

American Planning Association

Elizabeth Atherton, PWD



Elizabeth provides environmental and regulatory support to agencies and municipalities throughout the Mid-Atlantic region. She has more than 6 years of experience and specializes in preparing permit applications for multiple agencies for wetland and water impacts and coordinating with regulators on permit conditions and compliance. She prepares joint permit applications (JPAs), impact drawings, and other components necessary to the application for a broad scope of projects. As part of the JPA process, Elizabeth is experienced in reviewing threatened and endangered species concerns and coordinating with the agencies on permit conditions. She also supports environmental efforts for many large-scale transit, utility, and land development projects. Elizabeth conducts wetland delineations throughout Virginia. As a Department of Environmental Quality (DEQ) certified Erosion and Sediment Control (E&S) Combined Administrator, she prepares and reviews E&S plans and performs E&S inspections. Elizabeth performs Phase I ESAs and environmental constraints analyses. She is experienced with database development and GIS, having spent hundreds of hours inputting, creating, and analyzing layers of data in GIS, and generating and evaluating databases.

RELEVANT EXPERIENCE

Elizabeth has been instrumental in the delivery of a number of relevant projects, including:

- Dulles Corridor Metrorail Project Program Management Support Services (for WMATA Silver Line), Vienna, VA
- Potomac Yard Metro Station Project Consultant Services, Alexandria, VA
- Environmental Assessment and NEPA Document Preparation Services for West Main Street Bridge Replacement, Luray, VA
- Brewers Neck Boulevard Corridor and Alignment Study, Smithfield, VA
- Virginia Port Authority, Environmental and Engineering Services, Norfolk, VA
- Longhill Road Corridor Study, James City County, VA
- Southern Area Drainage Study, Virginia Beach, VA
- Downtown Signal Modifications, Fredericksburg, VA
- Todds Lane at Big Bethel Road Intersection, Hampton, VA
- Luck's Lane Widening, Chesterfield County, VA
- Stormwater Program Assistance Services, Accomack County, VA

ROLE

2 Environmental Analysis

PROFESSIONAL CREDENTIALS

Bachelor of Science, Biological Sciences, Virginia Polytechnic Institute and State University

Professional Wetlands Delineator

Combined Administrator #6144, Erosion and Sediment Control, VDEQ

Eric Almquist, AICP, PWS, CE



Eric has 20 years of management and technical experience in environmental planning, specializing in transportation projects. His specific areas of expertise include NEPA environmental documentation (EIS, EA, CE), natural environmental technical studies, environmental policy, socioeconomic analyses, indirect and cumulative effects analyses, Section 4(f) evaluations, Section 106 consultation, and Geographic Information Systems. He has served as project manager, or environmental task manager, on more than 60 projects and as contract manager for several multimillion-dollar open-end contracts for transportation clients.

RELEVANT EXPERIENCE

Mike has led or been instrumental in the delivery of a number of relevant projects, including:

- VDOT, Environmental Document and Related Services Contract, Statewide, VA
- I-64 Hampton Roads Bridge Tunnel (HRBT) Environmental Impact Statement (EIS), Hampton and Norfolk, VA
- Hampton Roads Crossing Study SEIS, Newport News, Hampton, Norfolk, Suffolk, Chesapeake, and Portsmouth, VA
- Virginia Beach Transit Extension, Virginia Beach, VA
- Technical Analyses and NEPA/MEPA Document Preparation, Statewide, MD
- Veirs Mill Road BRT Study, Montgomery County, MD
- Alternative Analysis: Union Station to Georgetown (USGT), Washington, DC
- FRA, High-Speed Intercity Passenger Rail (HISPR) On-Call Engineer-Architect Support Services, Nationwide, US
- Route 250 Bypass Interchange at McIntire Road, Charlottesville, VA
- Harry W. Nice Memorial Bridge Improvements, Charles County, MD, and King George County, VA

ROLE

2 Environmental Analysis

PROFESSIONAL CREDENTIALS

Bachelor of Science, Forestry, Texas A&M University

Bachelor of Art, Government & Politics, University of Maryland

Bachelor of Science, Agricultural Sciences, University of Maryland

American Institute of Certified Planners

Professional Wetland Scientist

Certified Ecologist

Lucas Muller, P.E.



Lucas specializes in transit/strategic planning, public and stakeholder involvement, and TDM. Through his work for the DRPT on the Super NoVa Vision Plan and Action Plan, I-66 Outside the Beltway, and other regional planning efforts, Lucas has developed a comprehensive understanding of the structure of transit planning and operations in the Northern Virginia region. Lucas serves as the deputy project manager for the PRTC strategic funding plan and has been influential in the process to develop a new vision for the organization and subsequent implementable recommendations. Lucas is also leading efforts for PRTC on their Transit Development Plan, TDM Plan, and a Mobility Feasibility Study. Lucas also was involved in some recent major transit planning initiatives in the region including District of Columbia DOT's award-winning long-range multimodal transportation plan called moveDC and the City of Alexandria's alternatives analysis for the Van Dorn/Beauregard Transitway. This knowledge of and experience with strategic planning, transit, TDM and stakeholder coordination will be extremely beneficial to the team.

RELEVANT EXPERIENCE

Lucas has contributed to a number of relevant projects, including:

- Program Management, Project Management, and Engineering/Design Oversight Support for Atlantic Gateway Rail Transportation Projects Along the I-95 Corridor, Northern VA
- Super NoVa Transit and Transportation Demand Management Vision Plan, Northern VA
- Super NoVa Action Plan, Northern VA
- PRTC Strategic Funding Plan, Prince William County, VA
- PRTC TDP and TDMP, Prince William County, VA
- PRTC Mobility on Demand Feasibility Study, Prince William County, VA
- Silver Line Area Urban Design Guidelines, Loudoun County, VA
- Peninsula Fixed Guideway Corridor Study, Newport News/Hampton, VA
- AA and EA for the West End Transitway, Alexandria, VA
- Dedicated Transit Corridor Study, Alexandria, VA
- TDM Performance Measures, Arlington County, VA
- Silver Line Comprehensive Plan Amendment – Countywide Transportation Plan Support, Loudoun County, VA
- Transform 66 Outside the Beltway, I-66 Corridor Improvements, Fairfax and Prince William Counties, VA
- Transform 66 Inside the Beltway, I-66 Multimodal Improvements Project, Northern VA
- Long-Range Multimodal Transportation Plan (moveDC), Washington, DC
- State Transportation Improvement Program (STIP) Development and Documentation, Washington, DC

ROLE

- 3 Public Participation
- 5 Research and Surveying
- 7 Strategic Planning/Capital Investment Planning
- 8 Operations Planning and Analysis
- 12 Short-Range Plan and Program Development
- 15 Data Development, Analysis, and Maintenance
- 17 Program Management

PROFESSIONAL CREDENTIALS

Bachelor of Engineering, Civil Engineering, Vanderbilt University

Professional Engineer in Virginia

PROFESSIONAL AFFILIATIONS

Institute of Transportation Engineers

Young Professionals in Transportation, DC Chapter, DC Chair, 2017–2018

Patrice Lewis



At SIR, Patrice oversees and provides strategic guidance on projects for major transportation and tourism clients like VDOT and the Richmond International Airport. Using her analytical and creative expertise—strengthened in part by her law degree—Patrice has a reputation for meeting a project’s objectives on time and on budget. Patrice boasts the skills of not only a savvy research professional—interviewing participants, creating questionnaires, and uncovering insights from high-profile quantitative studies. But she also is an agile advisor and account supervisor—developing and implementing plans and managing all the parts and pieces to a budget or proposal. Key contributions have been to projects like the 511 Virginia Integrated Corridor Management Enhancement market and resident satisfaction studies, the Hampton Roads E-ZPass public education and marketing campaign, and the Route 29 Solutions public information campaign. Before joining SIR, Patrice spent four years as U.S. Sen. Mark Warner’s outreach representative, liaising with 28 central Virginia localities on various legislative issues, such as transportation, economic development, and broadband access. She also attended public meetings and met with constituents about transportation issues like high-speed rail, the Carmel Church Station project, tolls on I-95, improvements to Routes 460 and 29, and other critical issues.

RELEVANT EXPERIENCE

Patrice has been instrumental in the delivery of a number of relevant projects, including:

- GRTC Transit System/City of Richmond, Business Support Initiative for The Pulse BRT, Richmond, VA
- Capital Region Airport Commission, Richmond International Airport’s 90th Anniversary, Richmond, VA
- VDOT and Thomas Jefferson Planning District Commission, Route 29 Solutions “Worth the Drive” Campaign, Charlottesville, VA
- VDOT, Resident Satisfaction Studies Waves 8 and 9, Statewide, VA
- VDOT, Transform I-66 Public Education Campaign, Northern VA
- VDOT, Commuter Advocate Campaign, Statewide, VA

ROLE

4 Marketing and Promotion

PROFESSIONAL CREDENTIALS

Juris Doctor, Regent University School of Law

Bachelor of Arts, Sociology, University of Virginia

PROFESSIONAL AFFILIATIONS

Public Relations Society of America, Richmond Chapter

Maryland Bar Association

John Bavoso



John has 11 years of editorial experience. He uses his knowledge of engineering and planning to edit technical reports, master plan documents, and presentation materials for public involvement efforts. He is skilled in ensuring that technical jargon is made accessible to the average reader and strongly believes that using correct grammar and punctuation in deliverables is as important as providing accurate data. John has served as technical editor on items ranging from boards, handouts, and presentations for open houses to major technical documents including the Transform 66 Outside the Beltway: I-66 Corridor Improvements TDM Report for VDOT.

RELEVANT EXPERIENCE

John has provided technical writing and editing support for a number of relevant projects, including:

- Program Management, Project Management, and Engineering/Design Oversight Support for Atlantic Gateway Rail Transportation Projects Along the I-95 Corridor, Northern VA
- TDP for GLTC, Lynchburg, VA
- WMATA Capital Needs Inventory, Washington, DC
- Miami Beach Streetcar Concept Design, Environmental Review, and P3 Procurement, Miami Beach, FL
- Potomac Yard Metro Station Project Consultant Services, Alexandria, VA
- Transform 66 Inside the Beltway, I-66 Multimodal Improvements Project, Northern VA
- Transform 66 Outside the Beltway, I-66 Corridor Improvements, Fairfax and Prince William Counties, VA
- VDOT, Infrastructure for Rebuilding America (INFRA) Grant Application Preparation Assistance, Statewide, VA
- North Carolina DOT, Rail Division, Southeast Corridor Coordination Assistance (High-Speed Rail Support), Statewide, NC
- Southeast Boulevard and Barney Circle, Washington, DC

ROLE

4 Marketing and Promotion

PROFESSIONAL CREDENTIALS

Master of Arts, International Affairs, American University

Bachelor of Arts, English, College of William & Mary

Bachelor of Arts, Government, College of William & Mary

PROFESSIONAL AFFILIATIONS

Society for Marketing Professional Services

Jessica Lawless



Jessica is experienced in graphic communications and design, helping clients transform complex information and data into clear and concise messages. She uses tools such as Adobe InDesign, Photoshop, and Illustrator to create printed and digital communications that make multimodal transportation projects approachable to a wide audience. Jessica's experience in educational publishing with and prior to Kimley-Horn provides her expertise in artful communication in reports and documents of all types. She also specializes in video editing and compilation as well as in 2D animation. Jessica is passionate about engaging the public and stakeholder groups in innovative, inclusive, and meaningful ways that contribute to the overall success of a project. She completed the program Foundations in Public Participation through the International Association for Public Participation (IAP2).

RELEVANT EXPERIENCE

Jessica has provided graphics support for a number of relevant projects, including:

- Super NoVa Transit and Transportation Demand Management Vision Plan, Northern Virginia, VA
- Peninsula Fixed Guideway Corridor Study, Newport News/Hampton, VA
- AA and EA for the West End Transitway, Alexandria, VA
- Dedicated Transit Corridor Study, Alexandria, VA
- Transit General Engineering Services (LRT), Virginia Beach, VA
- GRTC, Pulse BRT Engineering and Design Services, Richmond, VA
- Program Management Services for Columbia Pike and Crystal City Streetcar Lines (Arlington Streetcar), Arlington County, VA
- Potomac Yard Metro Station Project Consultant Services, Alexandria, VA
- VDOT, Innovative Intersection Outreach, Statewide, VA
- Transform 66 Outside the Beltway, I-66 Corridor Improvements, Fairfax and Prince William Counties, VA
- Transform 66 Inside the Beltway, I-66 Multimodal Improvements Project, Northern VA
- Connect Gwinnett: Comprehensive Transit Development Plan, Gwinnett County, GA
- VDOT, INFRA Grant Application Preparation Assistance, Statewide, VA
- Long-Range Multimodal Transportation Plan (moveDC), Washington, DC
- Crosstown Multimodal Transportation Study, Washington, DC
- Southeast Boulevard and Barney Circle, Washington, DC
- 16th Street NW Bus Lanes Project, Washington, DC
- Herndon Metrorail Stations Access Management Study, Fairfax County, VA
- Dulles North Multimodal Design Guidelines, Loudoun County, VA

ROLE

4 Marketing and Promotion

PROFESSIONAL CREDENTIALS

Bachelor of Science,
Graphic Design,
University of Cincinnati, 2010

PROFESSIONAL AFFILIATIONS

American Institute of Graphic Arts

JR Hipple



JR has devoted his career to communications consulting—providing valuable public relations (PR), branding, and crisis management advice to businesses, government agencies, and other organizations across the nation. Now a managing partner at SIR, JR specializes in helping leaders identify opportunities for change and in managing complex and sensitive issues—internally and externally.

JR has brought success to several projects while at SIR. These include a multimedia marketing, PR, and advertising campaign that contributed to Richmond International Airport's status as one of the fastest-growing airports in the nation, as well as an award-winning leadership development and internal cultural change program for Georgia Power. Other prominent SIR clients include the Virginia Bankers Association, VCU's Office of the President, and the Virginia Department of Transportation.

Before joining SIR, JR was in key leadership roles at Albright Group Reputation Management and at Carter Ryley Thomas (CRT). Key contributions at CRT included a national brand renewal and PR campaign for Advil, a brand relaunch campaign for CorningWare that increased sales distribution by 25 percent, the company launch for SunCom/AT&T Wireless in 32 markets, and internal reputation management initiatives for the U.S. Internal Revenue Service. JR was a co-founder of Richmond Sports Backers, co-chair of the Atlanta Communicators Leader Board, and an advisory board member of Central Atlanta Progress, a downtown industrial development agency.

RELEVANT EXPERIENCE

JR has been instrumental in the delivery of a number of relevant projects, including:

- GRTC Transit System/City of Richmond, Business Support Initiative for The Pulse BRT, Richmond, VA
- Capital Region Airport Commission, Richmond International Airport's 90th Anniversary, Richmond, VA
- VDOT and Thomas Jefferson Planning District Commission, Route 29 Solutions "Worth the Drive" Campaign, Charlottesville, VA
- VDOT, Resident Satisfaction Studies Waves 8 and 9, Statewide, VA
- VDOT, Transform I-66 Public Education Campaign, Northern Virginia, VA
- VDOT, Commuter Advocate Campaign, Statewide, VA

ROLE

5 Research and Surveying

PROFESSIONAL CREDENTIALS

Master of Science, Public Relations,
Boston University

Bachelor of Arts, Marketing,
Miami University

PROFESSIONAL AFFILIATIONS

Counselors Academy for Senior
Communicators

Center for Ethics and Corporate
Responsibility

Michael Norvell



Since 2013, Michael has led SIR in many high-profile transportation, transit, and TDM projects. Clients have included VDOT, DRPT, GRTC Transit System, RideFinders, the Mid-Ohio Regional Planning Commission, PRTC, NVTC, the Ohio Association of Regional Councils (OARC), the Regional Planning Commission of Greater Birmingham (RPCGB), Charlotte Area Transit System (CATS), the Ada County Highway District (ACHD), and the Virginia Transit Association. Projects have included a stakeholder study for VDOT of the demographic, cultural, and transportation trends that influence park-and-ride lot investments, a statewide vanpool inventory/impact study and an analysis of ridematching systems for DRPT, a current rider study for CATS, and strategic TDM plans for RideFinders, OARC, and the RPCGB's CommuteSmart program. Michael previously spent 29 years with VPSI Inc., the oldest and largest provider of vanpooling services in America. He helped VPSI achieve record growth, enter new markets (including launching Europe's first vanpool program), and built relationships with major employers in TDM service areas. Michael has presented at international conferences on a number of TDM topics.

RELEVANT EXPERIENCE

Michael has been instrumental in the delivery of a number of relevant projects, including:

- DRPT On-Call, Vanpool Inventory and Impact Study, Statewide, VA
- DRPT, State of the Commute Survey and Long-Term TDM Planning, Statewide, VA
- DRPT, Annual Impact Reporting to the Virginia General Assembly 2014–2016, Statewide, VA
- CATS, Current Rider Study, Charlotte, NC
- RideFinders, Financial Needs Assessment and Six-Year Strategic TDM Planning, Richmond, VA
- RideFinders, Program Impact Assessment and Market Research, Richmond, VA
- DRPT, Ridematching System Inventory and Evaluation, Statewide, VA
- OARC, TDM Program Assessment, RFP Development, Vendor Selection, and TDM Advancement Planning, Statewide, OH
- RPCGB, CommuteSmart Program Evaluation and TDM Advancement Plan, Birmingham, AL
- ACHD, Ridematching System Evaluation and Vendor Selection, Boise, ID
- Arlington County Transit, Current Rider Survey, Arlington, VA
- VDOT, Park-and-Ride Lot Inventory and Market Research, Statewide, VA
- Virginia Transit Association, Membership Survey and Strategic Plan Development, Statewide, VA

ROLE

- 5 Research and Surveying
- 12 Short-Range Plan and Program Development

PROFESSIONAL CREDENTIALS

Bachelor of Arts, Environmental Sciences, University of Virginia, 1983

PROFESSIONAL AFFILIATIONS

Virginia Transit Association (Executive Committee)

Association for Commuter Transportation (Bob Owen's TDM Champion Award, 2000)

Donald Schneck



Don has more than 40 years of experience in the analysis of transportation management, planning, operations, and finance, focusing on strategic, capital, and business planning; major project development; operating and capital cost and revenue modeling; performance, productivity and cost containment evaluation; financial modeling, asset management and state of good repair estimation; quality management and program management of new federal initiatives. He worked with Booz Allen Hamilton (BAH) for more than 32 years. This included extensive international strategic, management, and cost containment studies for many large-scale transit systems in the US, Europe, Asia and Australia. He then led the BAH FTA business including the oversight of major projects, financial plans and cost estimates, risk assessments, asset management, and state of good repair and bus rapid transit initiatives. Since, he has conducted studies for US transit agencies and the FTA as an independent contractor for more than 10 years.

RELEVANT EXPERIENCE

Don contributed to the following relevant projects and agencies as part of Donald Schneck, LLC:

- Metropolitan Washington Airports Authority and DRPT Dulles Corridor Metrorail Project, Northern VA
- New York MTA, NY
- Los Angeles Metro, CA
- Metro Trains Melbourne, AUS
- New Orleans RTA, LA
- Charlotte CATS, NC
- FTA, Nationwide, US
- National Academies, Transportation Research Board, Nationwide, US
- National Transit Institute, Nationwide, US
- FRA, Nationwide, US
- National Bus Rapid Transit Institute, Nationwide, US
- Chicago Pace Suburban Bus, IL
- San Francisco Metropolitan Transportation Commission, CA

ROLE

6 Financial Planning and Analysis

PROFESSIONAL CREDENTIALS

Bachelor of Science, Civil Engineering, Drexel University

PROFESSIONAL AFFILIATIONS

American Public Transportation Association

Eduardo Maeyama, P.E., LEED AP



Eduardo is a meticulous and innovative transportation professional with 12 years of experience planning, programming, designing, and managing transit and multimodal transportation projects. Eduardo has extensive experience leading and managing multimodal and transit planning and design projects in the District of Columbia and Commonwealth of Virginia. In addition, Eduardo has extensive experience working on programs including the Atlantic Gateway rail transportation projects. He also has taken on a significant role in the development of the capital needs inventory and the capital program for the WMATA.

RELEVANT EXPERIENCE

Eduardo has contributed to a number of relevant projects, including:

- WMATA Capital Needs Inventory, Washington, DC
- WMATA Transit Asset Management Plan, Washington, DC
- TDPs for Four Agencies, Various Locations, VA
- Program Management, Project Management, and Engineering/Design Oversight Support for Atlantic Gateway Rail Transportation Projects Along the I-95 Corridor, Northern VA
- PRTC Strategic Funding Plan, Prince William County, VA
- Dulles Corridor Metrorail Project Program Management Support Services (for WMATA Silver Line), Vienna, VA
- GLTC DBE Program Compliance and New Operations and Maintenance Facility Review, Lynchburg, VA
- Potomac Yard Metro Station Project Consultant Services, Alexandria, VA
- 16th Street NW Bus Lanes Project, Washington, DC
- Crosstown Multimodal Transportation Study, Washington, DC
- Silver Line Comprehensive Plan Amendment – Countywide Transportation Plan Support, Loudoun County, VA

ROLE

6 Financial Planning and Analysis

PROFESSIONAL CREDENTIALS

Master of Business Administration, Kogod School of Business, American University

Bachelor of Science, Civil and Environmental Engineering, Bucknell University

Professional Engineer in Virginia and the District of Columbia

LEED AP

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers

Transportation Research Board

Young Professionals in Transportation

Kyeongsu Kim



Kyeongsu has more than 10 years of experience in travel survey, big data analytics, data fusion, economic impact analysis, accessibility, travel demand forecasting, environmental justice analysis, and transit and socioeconomic studies. He has dealt with numerous transportation planning-related “big data”, i.e., cell phone signal, GPS, mobile location-based service (LBS) data, Bluetooth, which led him to have deep understanding of the “big data” issues. Kyeongsu has been executing data fusion between the “big data” and various transportation, socio-demographic and economic, and land use data, e.g., national/regional travel survey, traffic and ridership count, travel demand model OD output, Census data (ACS, CTPP, LEHD, LODES, and BLS), InfoUSA, and NYC PLUTO to provide the analytic outputs for better decision making. He has developed hedonic price and mode choice models (i.e., discrete choice and multinomial logit model) for applied and research purposes. Kyeongsu has used a range of programming and statistical software packages such as R, STATA, SPSS, SAS, Python, SQL, ArcGIS, and TransCAD for data analysis and interpretation. He has been a member of the Transportation Research Board committee on Travel Survey Methods, ABJ40, since 2014.

RELEVANT EXPERIENCE

Kyeongsu has been instrumental in the delivery of a number of relevant projects, including:

- Florida DOT District 5, Continuing Services Contract for Modeling Support and Limited Access Analysis, Orlando, FL
- Florida DOT District 4, Transit Operations and Ridership Analysis/Planning Support-GPC
- Strategic Integration Travel Demand Model Feasibility Study – Phase I, Corpus Christi, TX
- Florida DOT District 5, STOPS-OUATS Integration, Orlando, FL
- 2017 On-Board Transit O-D Survey for Council of Government, Houston-Galveston, TX
- Research/Data Analytic Consultation for Metropolitan Transportation Council, New York, NY
- 2010/2011 Regional Household Travel Survey for Metropolitan Transportation Council, New York, NY
- 2015/2016 Regional Establishment Survey for Metropolitan Transportation Council, New York, NY
- The Northeast MAGLEV (TNEM) High-Speed Rail Advisory Services, Baltimore, MD/Washington, DC
- Toll Pricing Tool for Port Authority of New York and New Jersey, NY/NJ
- Feasibility Study to Extend Port Authority Trans Hudson (PATH) Rail Transit System to Newark Liberty International Airport, New York, NY/Newark, NJ
- Economic Impacts of the RIVER LINE for New Jersey Department of Transportation and University Transportation Research Center, NJ

ROLE

- 6 Financial Planning and Analysis

PROFESSIONAL CREDENTIALS

Ph.D. Candidate in Geography, CUNY Graduate Center

Master of City and Regional Planning, Rutgers University

Bachelor of Science, Transport and Logistics Management, Aerospace University, Korea

Anthony Gallo, P.E.



A skilled multidisciplinary engineer, Anthony offers experience in transit ITS planning, transit operations and service planning, and facility planning, working on projects across the Commonwealth of Virginia. He brings a passion for understanding the latest technologies in the transportation field and the data these technologies provide. He recently supported Arlington County in conducting a transit ITS needs assessment and providing related recommendations for ITS deployments. He also recently assisted DRPT in developing estimates of costs and benefits for statewide transit passenger counting technologies, and helped DRPT implement data collection standards for transit ridership and revenue across the Commonwealth. He also has supported several DRPT grantees with conducting assessments of facility conditions and/or space needs, including the Williamsburg Area Transit Authority (WATA), Blacksburg Transit, and RADAR. Anthony brings to the team a detailed understanding of the relationship between transit and technology.

RELEVANT EXPERIENCE

Anthony has been instrumental to the completion of a number of relevant projects, including:

- DRPT, Transit Data Collection and Reporting, Statewide, VA
- Transit ITS Program Needs Assessment and Planning Study, Arlington, VA
- WATA, Project Management Services for New Administrative and Maintenance Facility, Williamsburg, VA
- Transform 66 Outside the Beltway, I-66 Corridor Improvements, Fairfax and Prince William Counties, VA
- Fredericksburg Regional Transit (FRED), Consulting Services for Planning, Procurement, and Implementation Support Relating to Selected IT-Related Projects, Fredericksburg, VA
- Transportation Technology Plan, Loudoun County, VA
- Blacksburg Transit, Space Planning Study for Operations and Maintenance Facility, Blacksburg, VA
- AAATA, Operational Facilities Needs Study, Ann Arbor, MI
- VIA Metropolitan Transit Agency, General Planning Consultant (GPC) Work, Statewide, TX
- Preliminary Engineering for the Southwest Light Rail Transit Project/Green Line Extension (East Segment), Twin Cities, MN
- FHWA, Estimate Benefits of Crowdsourced Data from Social Media, Nationwide, US
- USDOT/FHWA, Impacts of Emerging Data Sources and Big Data Tools on TSM&O, Nationwide, US
- Rochester-Genesee Regional Transportation Authority (RGRTA), Bus Stop Optimization Study, Rochester, NY
- RGRTA, Bus Terminal Simulation, Rochester, NY

ROLE

- 8 Operations Planning and Analysis
- 11 Safety and Security
- 13 Training
- 15 Data Development, Analysis, and Maintenance

PROFESSIONAL CREDENTIALS

Master of Science, Civil and Environmental Engineering, University of Virginia

Bachelor of Science, Civil and Environmental Engineering, University of Virginia

Professional Engineer in Virginia

David Samba, P.E., PTOE



David is a professional engineer with a wide range of experience covering traffic operations and transportation planning throughout Virginia and Maryland. David is skilled in the use of Synchro, HCS, and VISSIM software. David's typical assignment include planning level traffic analyses and future conditions forecasting using the MWCOC Travel Demand Model. David is also a key lead in the development of the I-66 Commuter Choice funding program. David led efforts to develop program priorities, evaluation measures, and the funding application. David also is an experienced environmental analyst and routinely conducts environmental assessments, Phase 1 and 2 environmental studies, and desktop due diligence reports.

RELEVANT EXPERIENCE

David has contributed to a number of relevant projects, including:

- I-66 Commuter Choice Program, Northern VA
- Super NoVa Transit and Transportation Demand Management Vision Plan, Northern VA
- Virginia Regional Transit, Advanced Public Transit System Consulting and Communication Services, Purcellville, VA
- Dedicated Transit Corridor Study, Alexandria, VA
- AA and EA for the West End Transitway, Alexandria, VA
- Traffic Signal/Intersection Design for Crystal City/Potomac Yard Transitway Project, Arlington County, VA
- "Moving Priority Projects Forward" Transportation Program Development and Project Prioritization, Loudoun County, VA
- Transportation Prioritization Study for the Area Surrounding the New Metrorail Stations, Loudoun County, VA
- Wave Streetcar Alternatives Analysis/Environmental Assessment and Small Starts Application, Fort Lauderdale, FL
- State Transportation Improvement Program (STIP) Development and Documentation, Washington, DC

ROLE

- 10 Project Evaluation
- 17 Program Management

PROFESSIONAL CREDENTIALS

Master of Science, Transportation Planning, University of Virginia

Bachelor of Science, Civil Engineering, University of Virginia

Professional Engineer in Virginia and Maryland

Professional Traffic Operations Engineer

PROFESSIONAL AFFILIATIONS

Institute of Transportation Engineers

Whitney Sokolowski, P.E.



Whitney has 8 years of experience in transportation planning on studies such as traffic impact analyses, arterial management plans, corridor studies, and interchange modification reports. She has experience in planning in corridor alternatives identification, alternatives evaluation, and concept development. She has experience in traffic modeling programs (i.e., CUBE, VISSIM, Synchro, and SIDRA) to perform evaluation of transportation operational characteristics and identify impacts to the transportation network. She also has experience using geographic information systems (GIS) software to illustrate and analyze data collected to effectively portray technical information to stakeholders and communities.

RELEVANT EXPERIENCE

Whitney has contributed to a number of relevant projects, including:

- Peninsula Fixed Guideway Corridor Study, Newport News/Hampton, VA
- VDOT STARS, Interstate 81 at Cummings Street (Exit 17) IMR and Preliminary Engineering Design Support, Abingdon, VA
- US Route 19 Corridor Study, Washington County, VA
- VDOT STARS, Mercury Boulevard Operational and Pedestrian Enhancements, Hampton, VA
- I-95/Willis Road (Exit 64) Interchange Modification Report (IMR), Chesterfield County, VA
- James City County Strategic Roadway Improvements Projects Revenue Sharing Program, James City County, VA
- I-64/Route 106 (Exit 11) Arterial Management Plan, New Kent County, VA
- Hampton Roads Transportation Baseline Access and Mobility Studies, Hampton Roads, VA
- Arterial Management and Interstate Access Plan for US 250 and State Route 623, Goochland County, VA
- Value Pricing Pilot Program – Baseline, Year 1, Year 2, and Year 3 Studies and Reports, Hampton Roads, VA
- Longhill Road Corridor Study, James City County, VA
- VDOT STARS, I-264 at Ballentine Boulevard Operational Analysis, Norfolk, VA
- Commonwealth Drive Park-and-Ride Lot, Spotsylvania County, VA
- Navy Triangle Influence Area (NTIA) Master Transportation Plan, Norfolk, VA

ROLE

10 Project Evaluation

PROFESSIONAL CREDENTIALS

Bachelor of Science, Civil Engineering, Old Dominion University

Professional Engineer in Virginia

PROFESSIONAL AFFILIATIONS

American Planning Association

Women's Transportation Seminar

David Capparuccini, P.E., PTOE



David has 12 years of experience in transportation planning and traffic engineering. David's experience includes conducting small- and large-scale transportation planning studies for VDOT, the City of Richmond, Henrico County, Chesterfield County, and other localities throughout the Commonwealth of Virginia. David has supported multiple studies in the Richmond area focusing on public outreach. David has recently been working on the GRTC BRT project, which has involved extensive coordination with DRPT, the City of Richmond, Henrico County, and VDOT. David has provided the City of Richmond with project evaluation assistance as part of his SMART SCALE support services.

RELEVANT EXPERIENCE

David has been instrumental in the delivery of a number of relevant projects, including:

- SMART SCALE Support, Richmond, VA
- GRTC Transit System, Pulse BRT – Traffic Modeling and Technical Assistance, Richmond, VA
- GRTC Transit System, Pulse BRT Engineering and Design Services, Richmond, VA
- VDOT, Construction Engineering Inspection Oversight Services and Engineering Support for GRTC BRT Design-Build Project, Richmond, VA
- GRTC Transit System, Facility Repaving, Richmond, VA
- Transit Network Plan Implementation Support, Richmond, VA
- Transform 66 Outside the Beltway, I-66 Corridor Improvements, Fairfax and Prince William Counties, VA

ROLE

11 Project Evaluation

PROFESSIONAL CREDENTIALS

Master of Civil Engineering,
Transportation Engineering,
University of Delaware

Bachelor of Civil Engineering,
University of Delaware

Professional Engineer in Virginia

Professional Traffic Operations
Engineer

PROFESSIONAL AFFILIATIONS

Institute of Transportation
Engineers

Jay Van Esley, AICP



Jay has 10 years of program management and transportation planning experience for clients including global consulting forms, FTA, and MTA subsidiary rail agencies in New York. He previously worked for the New York City Department of City Planning and is skillful in environmental, zoning, and safety regulations. Additional work has focused on client and public outreach, business development, and rail transit infrastructure investment and maintenance.

RELEVANT EXPERIENCE

Jay has been instrumental in the delivery of a number of relevant projects, including:

- Annual MTA Independent Engineer’s Assessment of New York City Transit, Metro-North, and LIRR Reliability-Centered Maintenance, Inspection, and Repair Programs for Rolling Stock, New York, NY
- FTA State Safety Oversight Audits Assessing State Agency Compliance with 49 CFR Part 659 and Oversight of Rail Fixed Guideway Public Transportation Systems Within Their States, Washington, DC
- FTA Safety and Security Readiness Reviews of New Starts Rail Transit Projects Prior to Initiation of Revenue Service, Washington, DC
- Metro-North Customer Service Initiatives Phases I and II, including Station Enhancements and Replacement of Arrival Board at Grand Central Terminal, New York, NY
- Audit of Houston Metro’s Rail System Safety Program Plan, Houston, TX
- Operations and Maintenance Costing Analysis and Alternatives Analysis for MTA West of Hudson Regional Transit Access Study, New York, NY
- New York State Department of Homeland Security Critical Infrastructure Vulnerability Analysis, Albany, NY
- Hudson River Valley Greenway Link Community Outreach and Operations Analysis for Bike Lanes and Pedestrian Paths, New York, NY and Westchester County, NY
- FTA Triennial Review Program including Workshops, Audit of ARRA grants, and Grantee Reviews, Washington, DC
- Rezoning Initiatives, Citywide Zoning Text Amendments, and Environmental Review at the New York City Department of City Planning, New York, NY

ROLE

11 Safety and Security

PROFESSIONAL CREDENTIALS

Master of Urban Planning, Hunter College of the City University of New York

Bachelor of Arts, Economics and Geography, Wayne State University

American Institute of Certified Planners

PROFESSIONAL AFFILIATIONS

American Institute of Certified Planners

American Planning Association

M. Zachary Teague, P.E.



Zach has 16 years of transit and transportation experience specializing in the preparation and development of conceptual, preliminary, and final design for transit and roadway projects. This experience has been used on heavy and light rail transit, commuter rail, freight rail, bus rapid transit, automated people movers, highway interchanges, freight and roadway grade separations, urban freeways, and urban and rural roadways. He has considerable experience in planning and design of rail transit systems operating in semi-exclusive and fully exclusive rights-of-way. Having been involved in transit design projects from a planning, design, construction, and program management perspective, he has significant experience in all phases of project design and implementation. Zach's track design as well as urban roadway and transit design experience provides him a broader view of the opportunities and constraints that must be considered when planning and designing transit facilities in differing operational and physical conditions. Many of Zach's previous projects have required extensive consideration of the interaction between trains, passenger vehicles, and pedestrian facilities at grade crossings and station facilities.

RELEVANT EXPERIENCE

Zach has been instrumental in the delivery of a number of relevant projects, including:

- Wave Streetcar Alternatives Analysis/Environmental Assessment and Small Starts Application, Fort Lauderdale, FL
- Miami Beach Streetcar Concept Design, Environmental Review, and P3 Procurement, Miami Beach, FL
- AA and EA for the West End Transitway, Alexandria, VA
- Peninsula Fixed Guideway Corridor Study, Newport News/Hampton, VA
- Hassayampa Rail Corridor Study, Maricopa Association of Governments, AZ
- Passenger Rail Access Study – North Corridor to Central Business District, Houston, TX
- Commuter Rail Right-of-Way Study, Houston, TX
- Dulles Corridor Metrorail Project Program Management Support Services (for WMATA Silver Line), Vienna, VA
- Transit General Engineering Services (LRT), Virginia Beach, VA
- Federal Transit Administration (FTA), Program Management Oversight Services IDIQ, Nationwide, US
- Dedicated Transit Corridor Study, Alexandria, VA
- Potomac Yard Metro Station Project Consultant Services, Alexandria, VA
- Program Management Services for Columbia Pike and Crystal City Streetcar Lines (Arlington Streetcar), Arlington County, VA

ROLE

11 Safety and Security

PROFESSIONAL CREDENTIALS

Bachelor of Science, Civil Engineering, Texas A&M University, 2001

Professional Engineer in Virginia, the District of Columbia, and Texas

PROFESSIONAL AFFILIATIONS

American Public Transportation Association

American Society of Civil Engineers

Engineers Without Borders

Tyler Beduhn, EIT



Tyler is a transportation analyst focusing on transit and ITS. He brings experience in assessing transit technology needs gained through his work with local agencies including Arlington County Transit, Loudoun County Transit, NVTC, and BRITE. He is currently providing technical assistance for fare collection technology upgrades to Northern Virginia transit agencies. He also has several years of experience with transit data analysis and transit modeling through both research and practice. Tyler has worked alongside DRPT on our TDP effort for five agencies—GLTC, Bay Transit, BABS, Farmville Area Bus, and Bristol Virginia Transit System.

RELEVANT EXPERIENCE

Tyler has contributed to a number of relevant projects, including:

- Implementation of Performance Data Collection Standards and Reporting Pilot Program, Statewide, VA
- TDPs for Four Agencies, Various Locations, VA
- Regional Fare Collection Program, Northern VA
- Transit Development Plan for GLTC, Lynchburg, VA
- BRITE Transit ITS Study, Staunton, VA
- Transit ITS Program Needs Assessment and Planning Study, Arlington, VA
- Preliminary Engineering for the Southwest Light Rail Transit Project/Green Line Extension (East Segment), Twin Cities, MN
- US 192 Bus Rapid Transit Pre-Project Development Technical Support, Osceola County, FL
- Transportation Operations Performance Program, Statewide, PA
- Glebe Road Corridor ITS Implementation, Arlington, VA
- Transportation Technology Plan, Loudoun County, VA
- VDOT VISUM Training Delivery, Statewide, VA

ROLE

- 13 Training
- 14 Technology/ITS

PROFESSIONAL CREDENTIALS

Master of Science, Civil Engineering, University of Texas

Bachelor of Science, Civil Engineering, University of Iowa

Engineer-in-Training

Ashley Lickliter, P.E.



Ashley has 17 years of experience in the areas of transportation engineering and design specializing in traffic engineering, transit, and ITS projects. Her areas of expertise include public involvement and outreach, various localized and regional operations and planning studies, safety studies, traffic signal and systems designs/upgrades, ITS design, coordinated signal system timing, and BRT and LRT operations and design. Ashley currently is working on the GRTC Pulse BRT project in Richmond. She is our team’s deputy project manager and is responsible for coordination and design and construction oversight efforts for roadway, traffic, ITS, and transit technology elements to accommodate BRT operations. Ashley also assists with extensive stakeholder coordination and neighborhood outreach during the project’s PE Phase. In addition, Ashley worked with HRT and the City of Norfolk on evaluating and mitigating impacts of The Tide LRT system on vehicular and pedestrian operations within the Downtown area while maintaining transit travel times allowing for successful opening day operations in the field.

RELEVANT EXPERIENCE

Ashley has led or been instrumental to the delivery of a number of relevant projects, including:

- GRTC, Pulse BRT Preliminary Engineering and Design Services, Richmond, VA
- GRTC, Pulse BRT – Traffic Modeling and Technical Assistance, Richmond, VA
- VDOT, Construction Engineering Inspection Oversight Services and Engineering Support for GRTC Pulse BRT Design-Build Project, Richmond, VA
- Peninsula Fixed Guideway Corridor Study, Newport News/Hampton, VA
- Richmond Transit Network Plan Implementation Support, Richmond, VA
- Downtown Light Rail Transit Evaluation (TIDE), Norfolk, VA
- Richmond Regional Planning District Commission, Route 5 Urban/Suburban Multimodal Corridor Study, Richmond/Henrico County, VA
- VDOT, Statewide Traffic Engineering On-Call Services, Statewide, VA
- VDOT, ITS On-Call Services, Statewide, VA
- Advanced Traffic Management Systems (ATMS) Feasibility Studies, Designs, and Construction Support Services, Cities of Richmond, Newport News, Portsmouth, Norfolk, and Petersburg and Counties of Arlington and Henrico, VA
- Miami-Dade ATMS Project for Transit Signal Priority, Miami-Dade County, FL
- Staten Island Bridges ITS Study and Design, New York Metro Area, NY

ROLE

- 13 Training
- 14 Technology/ITS

PROFESSIONAL CREDENTIALS

Bachelor of Science, Civil Engineering, Virginia Polytechnic Institute and State University

Professional Engineer in Virginia

PROFESSIONAL AFFILIATIONS

Institute of Transportation Engineers, Virginia Section
Executive Board Member

ITS Virginia

Jeremy Siviter, PMP



Jeremy has managed a wide variety of transportation technology research, planning design, implementation, and operation projects. These projects range from \$10,000 to multimillion-dollar programs. His skills range from detailed technical analysis and testing through set-up and management of customer service operations. He has extensive experience in electronic revenue collection, transit technology applications, traffic management systems, and traveler information systems.

RELEVANT EXPERIENCE

Jeremy has been instrumental in the delivery of a number of relevant projects, including:

- New Electronic Payment Program, Statewide, VA
- DRPT, Transit ITS Strategic Plan, Statewide, VA
- WATA Transit Technology for Operations Management and Public Information, Williamsburg VA
- New York 511, Statewide, NY
- VDOT Statewide Service Center Procurement/Operations, VA
- Virginia Regional Transit (VRT), Transit Technology Program Planning, VA
- VRE, Mobile Ticketing Deployment, VA

ROLE

14 Technology/ITS

PROFESSIONAL CREDENTIALS

Bachelor of Science, Electronic and Electrical Engineering, First Class, Manchester University, England,

Project Management Professional

Pamela Turner, GISP



Pam is 100 percent focused on GIS projects, training and development. She brings more than 17 years of specific GIS experience across a broad range of disciplines. She also has used geospatial technology for disaster management applications, including the generation of methodology for hazard mitigation assessments and risk and vulnerability analysis, as well as solving geospatial problems in the fields of pandemic health, water resources, utility planning, environmental applications, transportation planning, and with the U.S. Navy to maintain and update shore installation infrastructure and asset data. Her background includes implementing data sharing agreements, data model design, implementation of web-based GIS systems, automation of geoprocessing, and conducting user level GIS training using ESRI software. Pam is proficient in a number of software packages including ESRI ArcGIS Desktop applications, ArcGIS Server, ArcGIS Online, QGIS, and ERDAS Imagine.

RELEVANT EXPERIENCE

Pam has contributed to a number of relevant projects, including:

- Peninsula Fixed Guideway Corridor Study, Newport News/Hampton, VA
- Dulles Corridor Metrorail Project Program Management Support Services (for WMATA Silver Line), Vienna, VA
- Connect Gwinnett: Comprehensive Transit Development Plan, Gwinnett County, GA
- Comprehensive Transportation Plan (CTP) (Destination2040), Gwinnett County, GA
- VDOT, Highway-Railroad Grade Crossing Inventory, Statewide, VA
- VDOT, Statewide Communications Master Plan, Richmond, VA
- VDOT, Statewide Integrated Directional Signing Program (IDSP), Statewide, VA
- VDOT, SMART SCALE Program Development and Management, Richmond, VA
- MS4 GIS Data Support, Hampton, VA
- American States Utility Services, Inc., CAD/GIS Support Services, Nationwide, US
- Carolina Water Service, Utilities, Inc., GIS Inventory and Mapping, Charlotte, NC
- Onslow Water and Sewer Authority (ONWASA), GIS Services, Jacksonville, NC
- City of Miami Capital Improvement Program Application, Miami, FL

ROLE

15 Data Development, Analysis, and Maintenance

PROFESSIONAL CREDENTIALS

Master of Geographic Information Systems, Pennsylvania State University

Bachelor of Science, Environmental Science, Dickinson College

Geographic Information Systems Professional

Charles Thorn, P.E.



Charles has 18 years of engineering experience. The vast majority of his time is spent serving the interest of clients for transit and roadway projects. Charles typically leads a team of professionals to provide design support including review of project development plans (safety and security, quality, fleet management, project management), design alternatives, and federal grant management. He is skilled in design, program management, construction administration, and contract administration. He has successfully managed services and oversight for FTA, California and Virginia DOTs, and local municipalities in southeastern Virginia.

RELEVANT EXPERIENCE

Charles has contributed to a number of relevant projects, including:

- FTA, Program Management Oversight Services, Region II – New Jersey Transit, Stations Rehabilitation, NJ
- FTA, Program Management Oversight Services, Region II – New Jersey Transit, Track and Signal System Improvements, NJ
- FTA, Program Management Oversight Services, Region II – New Jersey Transit, Locomotive Procurements, NJ
- FTA, Program Management Oversight Services, Region II – New Jersey Transit, Ferry Terminal Rehabilitation, NJ
- FTA, Program Management Oversight Services, Region II – New Jersey Transit, Light Rail Extension and Stations, NJ
- FTA, Program Management Oversight Services, Region II – New York City Department of Transportation, Ferry Terminal Rehabilitations, NY
- FTA, Program Management Oversight Services, Region II – New York City Department of Transportation, Ferry Vessel Procurement, NY
- FTA, Program Management Oversight Services, Region I – Massachusetts Bay Transportation Authority, Positive Train Control Installation, MA
- FTA, Program Management Oversight Services, Region I – Springfield Redevelopment Authority, Station Rehabilitation, Springfield, MA
- GRTC, Pulse BRT Engineering and Design Services, Richmond, VA

ROLE

16 Compliance with FTA Rules and Regulations

PROFESSIONAL CREDENTIALS

Bachelor of Science, Civil Engineering, Stanford University

Professional Engineer in Virginia, California, Connecticut, New Jersey, New York, Maine, and North Carolina

PROFESSIONAL AFFILIATIONS

American Council of Engineering Companies

American Society of Civil Engineers

American Society of Highway Engineers

C. REFERENCES

V.2.Tab 2.C. A list of references to include name, address, telephone number, email address, project, and dollar amount of project.

Kimley-Horn has been proud to serve DRPT under this contract for the past 5 years. The quality of the services we provide is a critical component of the continued relationship we have developed with the DRPT, and one reason more than 90 percent of our business comes from repeat clients. We sincerely hope that you will be our very best reference; however, we encourage you to contact the additional clients listed below to find out more about the quality of Kimley-Horn's performance. They will likely share information about our responsiveness, attention to their individual needs, quality of service, ability to deliver on time and within budget, and the quality of the overall experience we provide.

James Van Zee

Deputy Director of Project Development
Metropolitan Washington Airports Authority
Dulles Corridor Metrorail Project Office

198 Van Buren Street
Suite 300
Herndon, VA 20170
(703) 572-0504
james.vanzee@dullesmetro.com

Project: Dulles Corridor Metrorail Project Program
Management Support Services (for WMATA Silver Line)
Dollar Amount of Project: \$6 billion (estimated construction)

Shyam Kannan, LEED AP

Managing Director, Office of Planning
Washington Metropolitan Area Transit Authority

600 Fifth Street NW
Washington, DC 20001
(202) 962-2730
skannan@wmata.com

Project: Capital Needs Inventory
Dollar Amount of Project: \$134,512 (fee to date)

Chuck Steigerwald

Director of Strategic Planning
Potomac and Rappahannock
Transportation Commission

14700 Potomac Mills Road
Woodbridge, VA 22192
(703) 580-6164
csteigerwald@omniride.com

Project: PRTC Strategic Funding Plan
Dollar Amount of Project: \$224,877

Stephen McNally

Project Administrator/Construction Manager
GRTC Transit System

101 S. Davis Avenue
Richmond, VA 23220
(804) 358-3871
smcnally@ridegrtc.com

Project: Pulse BRT Engineering and Design Services
Dollar Amount of Project: \$1.3 million (fee)

Ray Amoruso

Chief Planning and Development Officer
Hampton Road Transit

3400 Victoria Boulevard
Hampton, VA 23661
(757) 222-6000
ramoruso@hrtransit.org

Project: Peninsula Fixed Guideway Corridor Study
Dollar Amount of Project: \$898,871 (fee)

D. CERTIFICATE OF INSURANCE

V.2.Tab 2.D. A Certificate of Insurance with at least the minimum amount of coverage cited in the Insurance clause in Attachment A – Required General Terms and Conditions of the RFP.

Please find Kimley-Horn's certificate of insurance beginning on the following page.

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

3/07/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	CONTACT NAME: Jerry Noyola PHONE (A/C, No, Ext): 770-552-4225 FAX (A/C, No): 866-550-4082 E-MAIL ADDRESS: jerry.noyola@greyling.com														
INSURED Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : National Union Fire Ins. Co.</td> <td>19445</td> </tr> <tr> <td>INSURER B : Aspen American Insurance Compan</td> <td>43460</td> </tr> <tr> <td>INSURER C : New Hampshire Ins. Co.</td> <td>23841</td> </tr> <tr> <td>INSURER D : Lloyds of London</td> <td>085202</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Union Fire Ins. Co.	19445	INSURER B : Aspen American Insurance Compan	43460	INSURER C : New Hampshire Ins. Co.	23841	INSURER D : Lloyds of London	085202	INSURER E :		INSURER F :	
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INSURER C : New Hampshire Ins. Co.	23841														
INSURER D : Lloyds of London	085202														
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER: 17-18****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			5268169	04/01/2017	04/01/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			4489663	04/01/2017	04/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0			CX005FT17	04/01/2017	04/01/2018	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	015893685 (AOS)	04/01/2017	04/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A				015893686 (CA)	04/01/2017	04/01/2018	
D	Professional Liab			P070831700	04/01/2017	04/01/2018	Per Claim \$2,000,000 Aggregate \$6,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

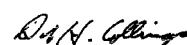
Re: Professional Engineering Consulting Services. The Commonwealth of Virginia is named as an Additional Insured with respects to General & Automobile Liability where required by written contract. General Liability provides contractual liability for work within 50' of railroad.

CERTIFICATE HOLDER**CANCELLATION**

Commonwealth of Virginia
Department of Rail & Public Transportation
600 East Main Street, Suite 2102
Richmond, VA 23219

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than

that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that

which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTUAL LIABILITY - RAILROADS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Scheduled Railroad:

ANY RAILROAD ORGANIZATION WHOM HAS GRANTED YOU AN EASEMENT FOR ANY JOB SITE TO PERMIT YOU TO PERFORM WORK AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.

Designated Job Site:

ANY RAILROAD ORGANIZATION WHOM HAS GRANTED YOU AN EASEMENT FOR ANY JOB SITE TO PERMIT YOU TO PERFORM WORK AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the definition of "insured contract" in the Definitions section is replaced by the following:

9. "Insured Contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of

another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

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3. Virginia Department of Small Business and Supplier Diversity (DSBSD) Small Businesses, Women-Owned Businesses, and Minority-Owned Businesses (SWaM) Participation

3. Virginia Department of Small Business and Supplier Diversity (DSBSD) Small Businesses, Women-Owned Businesses, and Minority-Owned Businesses (SWaM) Participation

V.2.Tab 3. Offeror shall indicate the percentage of DSBSD SWAM participation and specify the types of work to be performed by DSBSD SWAM subcontractors. In order to be considered for the selection of this RFP, the Offeror must include Attachment C - Small Business Subcontracting Plan in each copy of the proposal.

Kimley-Horn fully supports DRPT’s commitment to using and involving SWaM and DBE firms for professional services contracts.

Kimley-Horn’s commitment to SWaM and DBE firms is illustrated by the fact that we establish a yearly firmwide goal for corporate disbursements to DBE/SWaM firms for goods and professional services. In 2017, Kimley-Horn paid \$22.3 million to 176 DBE firms for goods and services.

For your review, our performance in using DBE/SWaM firms during the past 10 years is as follows:

Year	Total Paid	# of DBE/SWaM Firms
2017	\$22.3 million	176
2016	\$16.5 million	186
2015	\$14.3 million	195
2014	\$12.2 million	190
2013	\$10.9 million	195
2012	\$11.1 million	204
2011	\$9.0 million	214
2010	\$11.1 million	258
2009	\$13.6 million	311
2008	\$15.6 million	345

We believe this speaks well of Kimley-Horn’s efforts to involve DBE/SWaM firms in our practice. Kimley-Horn will continue its long-standing practice of using minority business enterprises on current and future projects. We have included a copy of our completed **Attachment C – Small Business Subcontracting Plan** on the following page.

B. PLANS FOR UTILIZATION OF DSBSD-CERTIFIED SMALL BUSINESSES FOR THIS PROCUREMENT

Small Business Name & Address DSBSD Certificate #	Status if Small Business is also: Women (W), Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract	Planned Contract Dollars During Initial Period of the Contract
Connetics Transportation Group, Inc. 570 Colonial Park Drive, Suite 302 Roswell, GA 30075 DBE/SWaM: 667591	W	Milbrey Heard (678) 461-0969 mheard@ctgconsult.com	Project Feasibility/Identification and Alternatives Analysis, Operations Planning and Analysis, Short-Range Plan and Program Development	10%	N/A
Sharp & Company, Inc. 794 Nelson Street Rockville, MD 20850 DBE: 1002063 SWaM: 669711	W	Susan Sharp (301) 424-6133 susan@sharpandco.com	Public Involvement, Marketing and Promotion, Technical Assistance	3%	N/A
Southeastern Institute of Research, Inc. (SIR) 2601 Floyd Avenue Richmond, VA 23220 SWaM: 662527		John W. Martin (804) 358-8981 jwm@sirresearch.com	Marketing and Promotion, Research and Surveying, Technical Assistance, Short-Range Plan and Program Development	4%	N/A
Interactive Elements, Inc. 60 West 55th Street New York, NY 10019 DBE: 647195	W	Susan Gilbert (212) 490-9090 sbg@ieitransit.com	Safety and Security	2%	N/A
Gallop Corporation 451 Hungerford Drive, Suite 612 Rockville, MD 20850 DBE: 626609	M	Chawn-Yaw Jeng (301) 838-0108 gallopcorp@aol.com	Project Feasibility/Identification and Alternatives Analysis, Technical Assistance	2%	N/A
Mack Global, LLC P.O. Box 1029 Richmond, VA 23223 DBE/SWaM: 676998	M	Robin Mack (804) 836-8858 rmack@mackglobal.com	Technical Assistance	2%	N/A
Total				23%	N/A



4. Contact Person

4. Contact Person

V.2.Tab 4. The primary Offeror must identify the name, telephone number and e-mail address for the contact person who will be responsible for coordinating the efforts and personnel of all parties and/or subcontractor involved in the proposal.



Mike Harris will serve as your project manager for this contract, providing you excellent client service through effective communication, inclusive team coordination, and adherence to project schedules and budgets. His contact information is included below.

Mike Harris

(703) 674-1318

mike.harris@kimley-horn.com