



Q&A / Comments Responses from Draft RFP Posting from 4/11/25 to 5/12/25

- 1. Q: Upon reviewing the RFP, we have questions regarding the total amount of funds available and how the County intends to fund the full road.**

A: The DRAFT RFP identified the amount of public subsidy that the County is initially offering for delivery of the project. The County will consider adjusting the anticipated public subsidy at their discretion, and the request of a certain amount of public subsidy equal to or less than the amount stated in the RFP will not necessarily alone cause a Proposer's proposal to be rejected. However, the County is the sole determining authority on whether an offer is in the County's best interest, and whether the proposal is worthy of recommending the selected Offeror be moved forward for negotiation of an Interim and/or Comprehensive Agreement.

- 2. Q: The County must manage the Right-of-way acquisition for this road for the project to be viable. The County is the only group with the authority to request or condemn any necessary land for the construction of the road. A private party has no ability to do so, especially in this case where previous developments recorded documents granting this authority to the County.**

A: The Technical Requirements lay out the responsibilities for the Proposer regarding the right-of-way acquisition, including the process to be followed (including stipulated timeframes) should the Offeror request the use of eminent domain (after required good faith efforts) to acquire the property voluntarily. The procedures and requirements are similar (yet different in a few ways) to VDOT's process for Alternative Delivery projects. The County as noted will also assist with the execution of any relevant proffer conditions referring to dedication of land for Eastern Avenue that may be relevant or applicable, as determined by the County Attorney.

- 3. Q: In general, there seem to be additional plans and public relations that are likely not necessary. This is a road, just like any other that gets constructed in the county.**

A: The unique nature of an Alternative Delivery Project through the PPTA and the Code of Virginia (COV) requires the submittal, review, and adoption of the plans stipulated in the Technical Requirements. In short, many of these plans are necessary and provide appropriate assurances to both the County and Offeror of successful delivery of the project.

4. **Q: I was reading the draft PPTA – Request for Proposals and didn’t see mention of the need for the designer to include design of a water main extension along the proposed Eastern Avenue. The only utility references appear to be related to utility relocations. I wanted to be sure this was included in the scope of the project. Please let me know if you have any questions.**

A: The introduction of a waterline to the proposed Eastern Avenue will be considered a betterment and owners of utilities desiring a betterment will need to negotiate with the selected Proposer after award of the Comprehensive Agreement for design, right-of-way, and construction of desired betterments. The Proposer’s Price Proposal, as stipulated in the DRAFT RFP, shall include costs for relocation of in-kind of existing utilities in conflict with the Proposer’s design concept.

5. **Q: Right of Way: 1.7.3. of the Technical Requirements states, “The Proposer, acting as an agent on behalf of the County, shall provide all ROW acquisition services for the Project’s acquisition of fee ROW and permanent, temporary, and utility easement.” Please consider adding language that if the Proposer, acting as an agent on behalf of the County, acquires land currently held by any HOA, and fails to deliver the complete Eastern Avenue project from Westhall to Rt.250 on time and in accordance with the Comprehensive Agreement, the HOA(s) from which land was taken should have a right of first refusal to repurchase the land previously held by the HOA, and any improvements thereon, at the same price/cost paid to the HOA.**

A: The property rights to be acquired for the delivery of this Alternative Delivery Project will be acquired similarly to the acquisition of property rights on other transportation projects managed/delivered by the County. The property rights acquired will not be contingent on future actions of a Proposer or the County. The Technical Requirements are clear that all land rights to be acquired (less the replacement of existing private utility easements) will be recorded in the County’s name.

6. **Q: Timing: Road construction. Tree removal and other sitework should not begin until after all approvals from all regulatory authorities and utilities have**

been received (e.g. FEMA, VDOT, VA DEQ, Rivanna W&S. etc.). This includes the FEMA update to the flood plain. which should be completed prior to any tree removal or sitework. It is better to extend the delivery date to allow for these approvals than to rush the project and find that it cannot be completed as designed. Damage to the tree canopy, wildlife corridor, and riparian plain is irreversible.

A: FEMA regulations and the Code of Albemarle County govern what work can and cannot be done within a FEMA or County regulated floodplain without associated permits and processes. County of Albemarle already has an expedited plan review process, and the Community Development Department allows for “early works packages” on site plans once design reaches an acceptable level of completeness that would allow for construction activities to start. The nature of an Alternative Delivery Project means that approvals will be broken down into smaller packages and at some point, construction will occur prior to full plan approval.

7. **Q: Although the 2021 Kimley-Horn design has been in circulation for years and was used for the Risk Assessment in May 2024, we have learned that Rivanna W&S objects to the bridge abutment in their easement.**

A: The existing RWSA line was identified in the original 2021 conceptual design work and the cost estimate(s) for relocation as part of the project. The County team has been discussing the design of the relocation of the sanitary sewer line with RWSA. The RFP Concept Plans will depict one possible solution for resolution of the conflict, but the Proposer will be responsible for the design and permitting along with construction of the relocation of the line in conflict with the Proposer’s design. The Proposer is responsible for providing a design in keeping with the Technical Requirements and the costs of all existing utility relocations necessitated by the Offeror’s design concept is to be included in the Proposer’s Price Proposal.

8. **Q: 5.5 Financial Proposal Evaluations: The RFP does not appear to include consideration of the Bond or other security backing the Proposer's bid as part of the evaluation process. Why not?**

A: The Proposal Security in Section 4.8.1 is only for assurance that a selected Proposer will enter into an agreement with the County. The Interim and/or Comprehensive Agreement with the County will stipulate bonds and bond amounts like the County’s standard construction contract.

9. **What is the minimum value of the Bond or other security required?**

A: *Standard Performance Bond and the Standard Labor and Material Payment Bond that will be required by the Interim and/or Comprehensive Agreement shall be an amount equal to one hundred percent (100%) of the selected Proposer's Price. Note that the Proposal Security is not a replacement for the required bonds.*

10. Q: What are the credit rating requirements for the issuer of the Bond or other security? (Should be Fitch and/or Moody's A rated or better)}

A: *A review of the credit rating of the entity providing the Proposal Security is not necessary, as the Proposal Security is only for assurance that the selected Proposer will enter into an agreement with the County. Once the Interim and/or Comprehensive Agreement is in place those agreements will govern the requirements and the rights of the parties to complete and/or terminate the agreement.*

11. Q: Will the security be enough to complete the project or just to recover out-of-pocket disbursements?

A: *See response to question #8 above.*

12. Q: Why is financial risk mitigation not part of the scoring process?

A: *The Interim and/or Comprehensive Agreement and the required bonds will provide assurance that the project is completed in accordance with the agreement. The Proposal Security (like a Bid Bond/Guarantee on design-bid-build construction project) is a pass-fail requirement for responsiveness of the Price Proposal. The construction bonding companies are the correct entity to determine whether a Proposer is or is not reliably able to bond the project at the time of agreement execution.*

13. Q: Where is the specific requirement for a Bond or other security?

A: *Required at the time of submittal of the Proposer's Price Proposal, the Proposer's Price Proposal shall include the Proposal Security as detailed in Section 4.8. The Interim and/or Comprehensive Agreement will stipulate and require the appropriate Standard Performance Bond and Standard Labor and Material Payment Bond in keeping with typical Albemarle County requirements as stipulated in the current version of the County's 'GENERAL TERMS AND CONDITIONS'.*

14. Q: How will the financial security of the guarantor be measured or secured? Providing audited financials is not security. Does the County have credit analysts to evaluate them? There is no clear minimum penalty for partial completion. (Refer to CCA Resolution dated July 10, 2025).

A: Section 4.8.1 and the Proposal Security is only for assurance that the selected Proposer will ultimately enter into an Interim and/or Comprehensive Agreement(s) for design and delivery of the project. Section 4.8.1 can be considered reasonably comparable to the Bid Bond or Bid Guarantee (see Albemarle County's standard 'INSTRUCTIONS TO BIDDERS' issued with design-bid-build construction contracts). The Proposal Security is replaced, once the Interim and/or Comprehensive Agreements are in place, by a Standard Performance Bond and Standard Labor and Material Payment Bond. Failure of the selected Proposer to complete the project in accordance with the Interim and/or Comprehensive Agreement would be covered as Liquidated Damages and/or as stipulated in the Agreement. It is likely that the conditions of the Comprehensive Agreement would be in keeping with the current version of the County's 'GENERAL TERMS AND CONDITIONS':

15. Q: Capitalized terms: Some terms are not defined in either the RFP or Guidelines for the Implementation of the PPTA., please advise.

- **Q: Early Work (1 .4.c) - This term should not apply to any work beyond design. Specifically, tree clearing, site work and construction of any portion of Eastern Ave prior to review and acceptance of the design and plans by all applicable regulatory authorities and utilities {e.g. FEMA, VOOT, VA DEQ, Rivanna W&S, etc.} should be excluded from the definition of Early Work.**

A: See response to question #6 above. The County shall be responsible for determining what is allowable for Early Work in accordance with the requirements of the Community Development Department, the Code of Albemarle County, and the FEMA regulations.

- **Q: Eligible Security Issuer (4.81) - This term should be defined to require that the Issuer of the Letter of Credit have an A or better rating from either Fitch and/or Moody's. Also, the Letter of Credit must be Irrevocable**

A: As described in response to question #14 above.

16. Q: 1.3.3. 7 of the Technical Requirements (page 12). Remove "toll gantries", This is not a toll road.

A: The County removed the reference to "toll gantries".

17. Q: 1.9.1.1 .v. of the Technical Requirements (page 31). "The Proposer shall maintain two (2) lanes of traffic (one in each direction) on the existing Eastern Avenue, Cory Farms Road, and Westhall Drive on weekdays EXCEPT for

between 9AM and 3:30 PM.” Clarify that at least one lane must be open for traffic between 9AM and 3:30 PM.

A: The Technical Requirements are clear the complete stoppages (i.e. stoppages of traffic longer than 15 minutes) or detours (full closure) of the noted existing public roadways are not acceptable. Technical Requirement 1.9.1.1.v can be reasonably understood that a Proposer may close only one lane on said existing roadways from 9AM to 3:30 Monday through Saturday. In accordance with the Virginia Work Area Protection Manual, a lane closure on a two-lane road would require a flagging operation that would keep one lane open under the control of flagger(s).

18. Q: We formally and urgently request that you include a high-quality protected wildlife corridor and pedestrian path as bridge design requirements in the final PPTA.

A: This conceptual hydrology and hydraulics analysis completed as part of the conceptual design suggests that the only crossing of Lickinghole Creek that can reasonably be approved through FEMA (and subsequently the County) is a bridge. The controlling criteria (regardless of provision of a wildlife crossing or allowance for a future pedestrian trail) will be the effective opening to appropriately pass the 100-year storm to meet FEMA and VDOT requirements. This will mean that outside of a significant flood event sufficient space will be provided to not preclude a wildlife passage and future potential pedestrian path beneath the bridge. The RFP will be revised to note a requirement for a minimum wildlife corridor envelop for any structure proposed for the crossing.

19. Q: The draft PPTA includes reference to following VOOT design standards for project Implementation of the Eastern Avenue connector corridor and bridge elements, with the understanding that the final ROW and constructed project will be turned over to VDOT for maintenance after completion. In addition, there are committed VDOT funding sources mentioned to support the PPTA. However, there is no requirement in the PPTA document that VOOT pre-qualifications are mandated for the associated contractors that make a submission. Will an eligible and responsible bid be received by Albemarle County and VDOT that includes a design-build contractor team that is NOT pre-qualified with VDOT for construction?

A: No VDOT funds are anticipated to be utilized for this project. Additionally, the RFP will be revised to require that the Prime General Contractor be listed on the current edition (at the date and closing time of the receipt for proposals) of VDOT's

List of Prequalified Vendors. In keeping with the VDOT Road and Bridge Specifications, the County may elect at their sole discretion to approve subcontractors that are not listed on VDOT's Prequalified Vendor list based on a request and justification provided by the Offeror on a case-by-case basis. Lack of prequalification by VDOT of the prime contractor would be cause for the rejection of any proposal received.

20. Q: Per public information related to the PPTA, a private developer has been in coordination with Albemarle County to develop portions of 682 Radford Lane and utilize that site development to construct a portion of the Eastern Avenue connector. Will Albemarle County facilitate the coordination of other design-build contractor teams with other private developments active in the area? Or is all coordination with Riverbend Development the responsibility of the eligible contractors?

A: All coordination between landowners, adjacent projects, adjacent developments, private utilities, etc. will be the responsibility of the Proposer. The County cannot facilitate or require cooperation of private entities. The County will be positioned to partner with the Proposer on said coordination, but responsibility for such shall remain with the Proposer except as stipulated in the Technical Requirements.