



# DIVISION I – GENERAL PROVISIONS

## SPECIAL PROVISION COPIED NOTES (SPCNs), SPECIAL PROVISION (SPs) and SUPPLEMENTAL SPECIFICATIONS (SSs)

VDOT web file users (“pdf”) may obtain more information and other resources by downloading the accompanying “zip” file (compressed WORD® files).

<http://www.virginiadot.org/business/resources/const/07ImpRev.zip>

These sheets may also be found at the following locations:

Global Web Access: <http://www.virginiadot.org/business/const/spec-default.asp>

VDOT Only Access: [https://outsidevdot.cov.virginia.gov/POJQP/2007\\_Standard\\_Specifications/Forms/AF.aspx](https://outsidevdot.cov.virginia.gov/POJQP/2007_Standard_Specifications/Forms/AF.aspx)

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**———— STANDARD 100 SERIES SPCNs, SPs and SSs ————**

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**GUIDELINES — ALL IMPERIAL UNIT PROJECTS ONLY.**

(c100ai05-0815)

**GENERAL PROJECT REQUIREMENTS, SUPPLEMENTAL SPECIFICATIONS (SSs), SPECIAL PROVISIONS (SPs) AND SPECIAL PROVISION COPIED NOTES (SPCNs)**

This project shall be constructed in accordance with: the plans; the *Virginia Department of Transportation Road and Bridge Specifications*, dated 2007; the *Virginia Department of Transportation Road and Bridge Standards*, dated 2008; the 2011 edition of the *Virginia Work Area Protection Manual with Revision Number 1* incorporated, dated April 1, 2015; the 2009 edition of the *MUTCD with Revision Numbers 1 and 2* incorporated, dated May 2012; and the 2011 edition of the *Virginia Supplement to the MUTCD with Revision Number 1* dated September 30, 2013; and the Supplemental Specifications, Special Provisions and Special Provision Copied Notes in this contract. The status in the Contract of each of these documents will be in accordance with Section 105.12 of the Specifications.

Special Provision Copied Notes in this contract are designated with "(SPCN)" after the date.

The information enclosed in parenthesis "(" at the left of each Special Provision Copied Note in this contract is file reference information for Department use only. The information in the upper left corner above the title of each Supplemental Specification and Special Provision in this contract is file reference information for Department use only.

The Department has identified the system of measurement to be used on this particular project as imperial. Any imperial unit of measure in this contract with an accompanying expression in a metric unit will be referred to hereinafter as a "dual unit" measurement. Such a "dual unit" measurement is typically expressed first in the imperial unit followed immediately to the right by the metric unit in parenthesis "(" or brackets "[" where parenthesis is used in the sentence to convey other information. Where a "dual unit" of measure appears in this project, only the imperial unit will apply. The accompanying metric unit shown is not to be considered interchangeable and mathematically convertible to the imperial unit and shall not be used as an alternate or conflicting measurement.

6-10-15 (SPCN)

**GUIDELINES — ALL METRIC UNIT PROJECTS ONLY. THE SUPPLEMENTAL SPECIFICATION SSMCON02 Imperial to Metric Convert (Metric) MUST BE INCLUDED WITH THIS SPCN.**

(c100am04-0815)

**GENERAL PROJECT REQUIREMENTS, SUPPLEMENTAL SPECIFICATIONS (SSs), SPECIAL PROVISIONS (SPs) AND SPECIAL PROVISION COPIED NOTES (SPCNs)**

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This project shall be constructed in accordance with: the plans; the *Virginia Department of Transportation Road and Bridge Specifications*, dated 2007; the *Virginia Department of Transportation Road and Bridge Standards*, dated 2008; the 2011 edition of the *Virginia Work Area Protection Manual with Revision Number 1* incorporated, dated April 1, 2015; the 2009 edition of the *MUTCD with Revision Numbers 1 and 2* incorporated, dated May 2012; and the 2011 edition of the *Virginia Supplement to the MUTCD with Revision Number 1* dated September 30, 2013; and the Supplemental Specifications, Special Provisions and Special Provision Copied Notes in this contract. The status in the Contract of each of these documents will be in accordance with Section 105.12 of the Specifications

Special Provision Copied Notes in this contract are designated with "(SPCN)" after the date.

The information enclosed in parenthesis "(" at the left of each Special Provision Copied Note in this contract is file reference information for Department use only. The information in the upper left corner above the title of each Supplemental Specification and Special Provision in this contract is file reference information for Department use only.

The Department has identified the system of measurement to be used on this particular project as metric. The provisions of the Supplemental Specification for "**IMPERIAL UNIT TO METRIC UNIT CONVERSION**" in this contract will apply to this project.

6-10-15 (SPCN)

**GUIDELINES — PROJECTS REQUIRING COORDINATION BETWEEN STATE FORCES AND CONTRACT WORK, SUCH AS SEEDING, PAVEMENT MARKING, SIGNALS. DO NOT USE WHEN DEPARTMENT FURNISHES SIGNS.**

(c100c00-0708)

**OPERATIONS BY STATE FORCES** - The Contractor is hereby advised that State Forces will furnish materials for and perform certain items of work, indicated on the plans to be performed by State Forces, throughout the life of this contract. The Department will perform its operations in such a manner as to minimize interference with the Contractor's operations, and the Contractor shall coordinate his activities with the Department in order to prevent unnecessary interference.

In the event the plans provide for seeding operations to be performed by State Forces, such operations will include areas used for stockpiling of topsoil, approved borrow pits and waste areas and will include Department furnished and applied lime, fertilizer, seed and mulch. The Contractor shall prepare the areas to be seeded in accordance with Section 603.03(b) of the Specifications, the cost of which shall be included in the price bid for other items. The Contractor shall coordinate with and notify the Department at such time as each area is ready for seeding operations; thereafter, the Department will assume the responsibility for completing and maintaining such areas. The Contractor will be responsible for all repairing or replacing of any work damage by his use of improper materials or construction methods or because of any damage inflicted by other than normal construction activities. Such corrective work shall be performed at the Contractor's expense. Areas outside the limits of construction, other than those approved by the

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Department, which are disturbed by the Contractor, shall be restored and seeded at the Contractor's expense.

8-1-91, Reissued 7-2008 (SPCN)

**GUIDELINES — USE ONLY ON VOLUME 1 AND VOLUME 2 PROPOSALS. THAT IS MULTIPLE PROJECTS THAT REQUIRE VIRTUALLY IDENTICAL SPECIFICATIONS AND ONLY REQUIRE A FEW PROJECT-SPECIFIC SPECIFICATIONS SUCH AS ASPHALT SCHEDULES. THIS SPCN IS ADDED TO VOLUME 1 AND IS INCLUDED IN VOLUME 2.**

(c100fv0-0609)

**VOLUME 1 AND 2 CONTRACT DOCUMENTS STATUS** — This contract consists of two “Volumes” of Supplemental Specifications (SSs), Special Provisions (SPs) and Special Provision Copied Notes (SPCNs). Volume 1 is the contract document assembly titled “Bid Proposal and Contract”. Volume 2 is the contract document assembly titled “Separate-Cover Contract Documents”. The SSs, SPs and SPCNs contained in Volume 1 and the accompanying Volume 2 are binding parts of the Contract. Each SS, SP, and SPCN in Volume 1 and Volume 2 shall carry the same status in the Contract as that stated in Section 105.12 of the Specifications.

11-24-08 (SPCN)

**GUIDELINES — USE ONLY WHEN VDOT SPECIFIES THE NOTICE TO PROCEED DATE RATHER THAN THE CONTRACTOR SELECTING THE DATE AS STATED IN SECTION 101.02.**

(c100h01-0910)

**NOTICE TO PROCEED DATE FOR THIS CONTRACT** — The Notice to Proceed date for this contract will be *fill-in date*.

8-17-10c (SPCN)

**GUIDELINES — USE ONLY AT THE DIRECTION OF THE STATE CONTRACT ENGINEER FOR PLANT MIX PROJECTS WHERE VOLUME 2 IS USED. ADD TO VOLUME 1 TO CONVERT A FEDERAL-FUND VOLUME 2 ASSEMBLY INTO ONE THAT WILL APPLY TO A STATE-FUNDED PROJECT.**

(c100iv6-1215)

**THIS IS A STATE-FUNDED-PROJECT** — The Supplemental Specifications (SSs), Special Provisions (SPs) and Special Provision Copied Notes (SPCNs) contained in the accompanying Volume 2 contract document assembly titled “Separate-Cover Contract Documents” were originally written for only **federally-funded** projects. The provisions of this SPCN are written specifically to modify, by amendment, the Volume 2 contract document assembly so that it will apply to this **state-funded** project. Such amendments are as follows:

The Special Provision for **DIVISION I—GENERAL PROVISIONS (2016 PLANT MIX SCHEDULES)** is amended as follows:

**Section 103.01—Consideration of Bids** is deleted.

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**Section 105.06—Subcontracting** is replaced with the following:

No portion of the Contract shall be subcontracted or otherwise disposed of without the written consent of the Engineer, except for work that is \$25,000 or less per subcontractor, where the cumulative total of the sublets not requiring the Engineer's written consent will not exceed 10 percent of the original contract value. This will not, however, waive the requirements for prequalification, and will be considered part of the percentage the Contractor is allowed to subcontract. The Contractor shall notify the Engineer of the name of the firm to whom the work will be subcontracted, and the amount and items of work involved. Such notification shall be made and verbal approval given by the Engineer prior to the subcontractor beginning work.

The Contractor shall perform with his own organization work amounting to not less than 30 percent of the original contract value unless otherwise noted in the Contract.

The Contractor shall not subcontract any part of the contract work to a contractor who is not prequalified with the Department in accordance with the requirements of Section 102.01, unless otherwise indicated in the Contract. This restriction does not apply to contract specialty items, consultants, manufacturers, suppliers, or haulers. Consent to subcontract or otherwise dispose of any portion of the contract work shall not relieve the Contractor of any responsibility for the fulfillment of the entire Contract.

**Section 107.15** is deleted.

The document **SFV03AF - PREDETERMINED MINIMUM WAGE RATES LETTER (VOLUME 2)** is deleted.

The document **SF010DF - FHWA-1273** titled **REQUIRED CONTRACT PROVISIONS, FEDERAL-AID CONSTRUCTION CONTRACTS** is deleted.

The Special Provision for **SF030AF - NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)** is deleted.

The Special Provision for **S102CF2 - USE OF DOMESTIC MATERIAL** is deleted.

11-23-15 (SPCN)

**GUIDELINES - APPLIES ONLY TO THOSE PROJECTS DEVELOPED THROUGH THE "LOCAL ASSISTANCE DIVISION" FOR COUNTY OR CITY ADMINISTRATION AND USE VDOT SPECIFICATIONS.**

(c100II3-0116) **VDOT SUPPLEMENTAL SPECIFICATIONS (SSs), SPECIAL PROVISIONS (SPs) AND SPECIAL PROVISION COPIED NOTES (SPCNs)**

Where Virginia Department of Transportation (VDOT) Supplemental Specifications, Special Provisions and Special Provision Copied Notes are used in this contract, the references therein to "the Specifications" shall refer

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to the *Virginia Department of Transportation Road and Bridge Specifications*, dated 2007 for both imperial and metric unit projects. References to the "Road and Bridge Standard(s)" shall refer to the *Virginia Department of Transportation Road and Bridge Standards*, dated 2008 for both imperial and metric unit projects. References to the "Virginia Work Area Protection Manual" shall refer to the 2011 edition of the *Virginia Work Area Protection Manual with Revision Number 1* incorporated, dated April 1, 2015 for imperial and metric unit projects. References to the "MUTCD" shall refer to the 2009 edition of the *MUTCD with Revision Numbers 1 and 2* incorporated, dated May 2012; and the 2011 edition of the *Virginia Supplement to the MUTCD with Revision Number 1* dated September 30, 2013 for imperial and metric unit projects.

Where the terms "Department", "Engineer" and "Contract Engineer" appear in VDOT Supplemental Specifications, Special Provisions and Special Provision Copied Notes used in this contract and the VDOT publication(s) that each references, the authority identified shall be in accordance with the definitions in Section 101.02 of the *Virginia Department of Transportation Road and Bridge Specifications*, dated 2007. Authority identified otherwise for this particular project will be stated elsewhere in this contract.

VDOT Supplemental Specifications, Special Provisions and Special Provision Copied Notes used in this contract and the VDOT publication(s) that each reference are intended to be complementary to the each other. In case of a discrepancy, the order of priority stated in Section 105.12 of the *Virginia Department of Transportation Road and Bridge Specifications*, dated 2007 shall apply.

VDOT Special Provision Copied Notes in this contract are designated with "(SPCN)" after the date of each document. VDOT Supplemental Specifications and Special Provision Copied Notes in this contract are designated as such above the title of each document.

The information enclosed in parenthesis "( )" at the left of each VDOT Special Provision Copied Note in this contract is file reference information for VDOT use only. The information in the upper left corner above the title of each VDOT Supplemental Specification and VDOT Special Provision in this contract is file reference information for VDOT use only.

The system of measurement to be used in this project is stated elsewhere in this contract. VDOT Supplemental Specifications, Special Provisions and Special Provision Copied Notes containing imperial units of measure with accompanying expressions in metric units shall be referred to hereinafter as "dual unit measurement" documents. Such a "dual unit measurement" is typically expressed first in the imperial unit followed immediately to the right by the metric unit in parenthesis "( )" or brackets "[ ]" where parenthesis is used in the sentence to convey other information. Where a "dual unit measurement" appears in VDOT documents, the unit that applies shall be in accordance with the system of measurement as stated elsewhere in this contract. The unit shown that is not of the declared unit of measurement is not to be considered interchangeable and mathematically convertible to the declared unit and shall not be used as an alternate or conflicting measurement. Where VDOT Specifications are used for metric unit projects and only imperial units of measurement appear the document, the

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provision(s) in this contract for imperial unit to metric unit conversion shall apply.

6-10-15 (SPCN)

**GUIDELINES — FOR ALL NoVa 2016 PAVING SEASON SLURRY/LATEX PROJECTS THAT EMPLOY THE VOLUME 1 AND VOLUME 2 METHOD OF CREATING A PROPOSAL. THIS SPCN IS USED ONLY IN VOLUME 1.**

(c100nv900-1115)      **2016 VOLUME 2 SLURRY/LATEX AMENDMENTS (NoVa)**

The Supplemental Specifications (SSs), Special Provisions (SPs) and Special Provision Copied Notes (SPCNs) contained in the accompanying contract document assembly titled “Separate-Cover Contract Documents” (Volume 2) are amended for this project. The provisions of this Special Provision Copied Note (SPCN) are written specifically to modify, by amendment, the “Separate-Cover Contract Documents” assembly for this project. These amendments are as follows:

The Special Provision for **PUBLIC NOTIFICATION OF PARKING RESTRICTIONS** dated August 18, 2015a is amended to replace the hyperlinks provided to obtain “color” template copies with the following:

To obtain Slurry Seal “color” template copies for production visit the following link:  
<http://www.virginiadot.org/business/resources/const/NOVASlurrySealTemplate.pdf>

To obtain Latex (Microsurfacing) “color” template copies for production visit the following link:  
<http://www.virginiadot.org/business/resources/const/NOVALatexTemplate.pdf>

12-8-15 (SPCN)

**GUIDELINES — FOR ALL 2016 PAVING SEASON PLANT MIX PROJECTS THAT EMPLOY THE VOLUME 1 AND VOLUME 2 METHOD OF CREATING A PROPOSAL. THIS SPCN IS USED ONLY IN VOLUME 1.**

(c100ov14-0216)      **2016 VOLUME 2 PLANT MIX AMENDMENTS**

The Supplemental Specifications (SSs), Special Provisions (SPs) and Special Provision Copied Notes (SPCNs) contained in the accompanying contract document assembly titled “Separate-Cover Contract Documents” (Volume 2) are amended for this project. The provisions of this Special Provision Copied Note (SPCN) are written specifically to modify, by amendment, the “Separate-Cover Contract Documents” assembly for this project. These amendments are as follows:

The Special Provision for **ASPHALT MATERIAL PRICE ADJUSTMENT “S109G07”** dated June 15, 2015c is amended by replacing it with the Special Provision for **ASPHALT MATERIAL PRICE ADJUSTMENT “S109G08”** dated January 5, 2016 in Volume 1 of this contract.

The Special Provision for **DIVISION I—GENERAL PROVISIONS (2016 PLANT MIX SCHEDULES)** dated December 10, 2015 is amended as follows:

**Section 102.05—Preparation Of Bid** is replaced with the following:

**Section 102.05—Preparation Of Bid** of the Specifications is amended to include the following:

\*These SPECIFICATIONS REVISIONS are subject to change on short notice.

The Bidder may bid on one or more individual contract schedule. The Bidder shall submit average unit prices in a contract schedule. Each contract schedule will be awarded and administered as a separate contract.

The Schedule of Items may contain permanent pavement marking bid items designated as "Bonus" in addition to the regular permanent pavement marking bid items. The bid submitted for the regular permanent pavement marking line items shall be the bidder's price for the work. The bid submitted for the permanent pavement marking bid items designated as "Bonus" must be the bidder's regular bid price with an adjustment of 1.25, or the bid may be declared "irregular" and rejected. Quantities in the Schedule of Items for permanent pavement marking bid items designated as "Bonus" will be one (1). Payment for bid items designated as "Bonus" will be determined by the quantity established in accordance with the Special Provision for **SECTION 704—PAVEMENT MARKINGS AND MARKERS** in the Contract.

The Special Provision for **SECTION 704—PAVEMENT MARKINGS AND MARKERS "S704M06"** dated December 9, 2015 is amended by replacing the second bullet under the second paragraph of section **704.07—Measurement and Payment** with the following:

- **Non-Plant Mix:** Pavement markings (not including Type B, Class VI) are installed on **Non-Plant** Mix surfaces within 21 days or less after the last day of paving.

2-11-16 (SPCN)

**GUIDELINES — FOR SPECIFICALLY CHOSEN PILOT PROJECTS IN THE 2016 PLANT MIX PAVING SEASON THAT EMPLOY THE VOLUME 1 AND VOLUME 2 METHOD OF CREATING A PROPOSAL. THIS SPCN IS USED ONLY IN VOLUME 1. NOT TO BE USED WITH c100ov14 2016 Vol 2 Amend - PM (Vol1). INCLUDE S211HP0 SuperPave -Asphalt Concrete and S315HP0 SuperPave -Asphalt Conc Place.**

**(c100ov14p-0116)      2016 VOLUME 2 PLANT MIX AMENDMENTS**

The Supplemental Specifications (SSs), Special Provisions (SPs) and Special Provision Copied Notes (SPCNs) contained in the accompanying contract document assembly titled "Separate-Cover Contract Documents" (Volume 2) are amended for this project. The provisions of this Special Provision Copied Note (SPCN) are written specifically to modify, by amendment, the "Separate-Cover Contract Documents" assembly for this project. These amendments are as follows:

The Special Provision for **ASPHALT MATERIAL PRICE ADJUSTMENT "S109G07"** dated June 15, 2015c is amended by replacing it with the Special Provision for **ASPHALT MATERIAL PRICE ADJUSTMENT "S109G08"** dated January 5, 2016 in Volume 1 of this contract.

The Special Provision for **DIVISION I—GENERAL PROVISIONS (2016 PLANT MIX SCHEDULES)** dated December 10, 2015 is amended as follows:

**Section 102.05—Preparation Of Bid** is replaced with the following:

**Section 102.05—Preparation Of Bid** of the Specifications is amended to include the following:

The Bidder may bid on one or more individual contract schedule. The Bidder shall submit average unit prices in a contract schedule. Each contract schedule will be awarded and administered as a separate contract.

\*These SPECIFICATIONS REVISIONS are subject to change on short notice.

The Schedule of Items may contain permanent pavement marking bid items designated as "Bonus" in addition to the regular permanent pavement marking bid items. The bid submitted for the regular permanent pavement marking line items shall be the bidder's price for the work. The bid submitted for the permanent pavement marking bid items designated as "Bonus" must be the bidder's regular bid price with an adjustment of 1.25, or the bid may be declared "irregular" and rejected. Quantities in the Schedule of Items for permanent pavement marking bid items designated as "Bonus" will be one (1). Payment for bid items designated as "Bonus" will be determined by the quantity established in accordance with the Special Provision for **SECTION 704—PAVEMENT MARKINGS AND MARKERS** in the Contract.

The Supplemental Specification for **SECTION 211—ASPHALT CONCRETE "SS21113"** dated December 4, 2015 is amended by replacing it with the Special Provision for **SECTION 211—ASPHALT CONCRETE "S211HP0"** dated January 29, 2016 in Volume 1 of this contract.

The Supplemental Specification for **SECTION 315—ASPHALT CONCRETE PLACEMENT "SS31510"** dated December 2, 2014c is amended by replacing it with the Special Provision for **SECTION 315—ASPHALT CONCRETE PLACEMENT "S315HP0"** dated January 29, 2016 in Volume 1 of this contract.

The Special Provision for **SECTION 704—PAVEMENT MARKINGS AND MARKERS "S704M06"** dated December 9, 2015 is amended by replacing the second bullet under the second paragraph of section **704.07—Measurement and Payment** with the following:

- **Non-Plant Mix:** Pavement markings (not including Type B, Class VI) are installed on **Non-Plant** Mix surfaces within 21 days or less after the last day of paving.

2-11-16 (SPCN)

**GUIDELINES — FOR ALL NoVa 2016 PAVING SEASON PLANT MIX PROJECTS THAT EMPLOY THE VOLUME 1 AND VOLUME 2 METHOD OF CREATING A PROPOSAL. THIS SPCN IS USED ONLY IN VOLUME 1.**

(c100ov900-1215)      **2016 VOLUME 2 PLANT MIX AMENDMENTS (NoVa)**

The Supplemental Specifications (SSs), Special Provisions (SPs) and Special Provision Copied Notes (SPCNs) contained in the accompanying contract document assembly titled "Separate-Cover Contract Documents" (Volume 2) are amended for this project. The provisions of this Special Provision Copied Note (SPCN) are written specifically to modify, by amendment, the "Separate-Cover Contract Documents" assembly for this project. These amendments are as follows:

The Special Provision for **PUBLIC NOTIFICATION OF PARKING RESTRICTIONS** dated August 18, 2015a is amended to replace the hyperlinks provided to obtain "color" template copies with the following:

To obtain Plant Mix "color" template copies for production visit the following link:  
<http://www.virginia.gov/business/resources/const/NOVAPlantMixTemplate.pdf>

12-8-15 (SPCN)

\*These SPECIFICATIONS REVISIONS are subject to change on short notice.

**GUIDELINES — USE ONLY AT THE DIRECTION OF THE STATE CONTRACT ENGINEER FOR SURFACE TREATMENT PROJECTS WHERE VOLUME 2 IS USED. ADD TO VOLUME 1 TO CONVERT A FEDERAL-FUND VOLUME 2 ASSEMBLY INTO ONE THAT WILL APPLY TO A STATE-FUNDED PROJECT.**

(c100pv5-1215)

**THIS IS A STATE FUNDED PROJECT** — The Supplemental Specifications (SSs), Special Provisions (SPs) and Special Provision Copied Notes (SPCNs) contained in the accompanying Volume 2 contract document assembly titled “Separate-Cover Contract Documents” were originally written for only **federally-funded** projects. The provisions of this SPCN are written specifically to modify, by amendment, the Volume 2 contract document assembly so that it will apply to this **state-funded** project. Such amendments are as follows:

The Special Provision for **DIVISION I—GENERAL PROVISIONS (2016 SURFACE TREATMENT SCHEDULES)** is amended as follows:

**Section 103.01—Consideration of Bids** is deleted.

**Section 105.06—Subcontracting** is deleted.

**Section 107.15** is deleted.

**107.15** is deleted.

The document **SFV03AF - PREDETERMINED MINIMUM WAGE RATES LETTER (VOLUME 2)** is deleted.

The document **SF010DF - FHWA-1273** titled **REQUIRED CONTRACT PROVISIONS, FEDERAL-AID CONSTRUCTION CONTRACTS** is deleted.

The Special Provision for **SF030AF - NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)** is deleted.

11-23-15 (SPCN)

**GUIDELINES — USE ONLY AT THE DIRECTION OF THE STATE CONTRACT ENGINEER FOR SLURRY/LATEX PROJECTS WHERE VOLUME 2 IS USED. ADD TO VOLUME 1 TO CONVERT A FEDERAL-FUND VOLUME 2 ASSEMBLY INTO ONE THAT WILL APPLY TO A STATE-FUNDED PROJECT.**

(c100qv5-1215)

**THIS IS A STATE-FUNDED PROJECT** — The Supplemental Specifications (SSs), Special Provisions (SPs) and Special Provision Copied Notes (SPCNs) contained in the accompanying Volume 2 contract document assembly titled “Separate-Cover Contract Documents” were originally written for only **federally-funded** projects. The provisions of this SPCN are written specifically to modify, by amendment, the Volume 2 contract document assembly so that it will apply to this **state-funded** project. Such amendments are as follows:

The Special Provision for **DIVISION I—GENERAL PROVISIONS (2016 SLURRY/LATEX SCHEDULES)** is amended as follows:

**Section 103.01—Consideration of Bids** is deleted.

**Section 105.06—Subcontracting** is deleted.

\*These SPECIFICATIONS REVISIONS are subject to change on short notice.

**Section 107.15** is deleted.

The document **SFV03AF - PREDETERMINED MINIMUM WAGE RATES LETTER (VOLUME 2)** is deleted.

The document **SF010DF - FHWA-1273** titled **REQUIRED CONTRACT PROVISIONS, FEDERAL-AID CONSTRUCTION CONTRACTS** is deleted.

The Special Provision for **SF030AF - NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)** is deleted.

11-23-15 (SPCN)

**GUIDELINES — PROJECTS WHERE PREQUALIFICATION REQUIREMENTS ARE WAIVED BY THE STATE CONTRACT ENGINEER.**

(c102b01-0609) **PREQUALIFICATION WAIVED** - The Contractor is advised that the provisions of Section 102 of the Specifications requiring Prequalification are waived on this contract.

3-17-09 (SPCN)

**GUIDELINES — PROJECTS ADVERTISED FOR 3 WEEKS OR LESS.**

(c102d00-0708) **SECTION 102.04(c) NOTICE OF ALLEGED AMBIGUITIES** of the Specifications is amended to replace the first sentence of the first paragraph with the following:

In the event a word, phrase, clause, or other portion of the plans, specifications, or other contract documents is alleged to be ambiguous, the Bidder shall submit to the Contract Engineer a written notice of same prior to the date of receipt of bids, and request an interpretation thereof.

1-14-08 (SPCN)

**GUIDELINES — NO-PLAN PROJECTS AND WHEN REQUESTED BY THE ENGINEER (SHOWN ON BOTTOM OF LAST PRICE SHEET (VA. CONSTR. REG. NO.)).**

(c102lg0-0708) **REQUIRED ATTENDANCE OF PROJECT SHOWING** - Section 102.04(a) of the Specifications is amended to include the following:

Prospective Bidders are hereby advised that attendance of the Project Showing is a prerequisite for submitting a bid proposal for this project. The "Notice of Advertisement for Bids" will designate the date, time and location for showing the work for interested parties. Prospective Bidders shall register in writing with the Engineer at the Project Showing and all attending parties will be noted in the

\*These SPECIFICATIONS REVISIONS are subject to change on short notice.

Project Showing letter. Failure on the part of the Prospective Bidder to attend the Project Showing for this project and to register with the Engineer will be cause for rejection of the Bidder's proposal.

1-14-08 (SPCN)

**GUIDELINES — MAINTENANCE SCHEDULE PROJECTS ONLY.**

(c102mm0-0609) **SECTION 102.05—PREPARATION OF BID** of the Specifications is amended to include the following:

The Bidder may bid on one or more individual contract schedule. The Bidder shall submit average unit prices in a contract schedule. Each contract schedule will be awarded and administered as a separate contract.

10-21-08 (SPCN)

**GUIDELINES — USE ON ANY PROJECT THAT DOES NOT INCLUDE SS1D017 General Provisions (Division I-All Proj) OR LATER IN THE PROPOSAL.**

(c102nm0-1211) **SECTION 102.11— eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION** of the Specifications is replaced with the following:

Bidders are not required to be registered with "eVA Internet e-procurement solution" at the time bids are submitted, however, prior to award, the lowest responsive and responsible bidder must be registered with "eVA Internet e-procurement solution" or the bid will be rejected. Registration shall be performed by accessing the eVA website portal [www.eva.state.va.us](http://www.eva.state.va.us), following the instructions and complying with the requirements therein.

When registering with eVa it is the bidder's responsibility to enter or have entered their correct PA type address or addresses in eVa in order to receive payments on any contracts that the Department (VDOT) may award to them as the lowest responsive and responsible bidder. The Bidder shall also ensure their prequalification address(es) match those registered with eVa. Failure on the part of the bidder or Contractor to meet either of these requirements may result in late payment of monthly estimates.

10-31-11 (SPCN)

**GUIDELINES — USE ONLY WITH SPECIAL PROVISION FOR SHOULDER RENOVATION. SCHEDULE OF BID ITEMS MUST BE SET UP AS STATED IN THIS SP.**

(c102pm0-1215) **ALTERNATE CATEGORY BID ITEM AND AWARD OF CONTRACT**

\*These SPECIFICATIONS REVISIONS are subject to change on short notice.

The Bidders' attention is directed to the division of the Schedule of Bid Items into two sections, Section 0001 and Section 0002. The description of these two sections is as follows:

**Section 0001**

**Base Bid** - Standard Items required for the construction of the work listed in these schedules.

**Section 0002**

**Alternate Category "A" Bid Item** – Alternative Shoulder Material\*\* for possible use in **SHOULDER RENOVATION** work in these schedules

Bidders shall furnish prices on all bid items in Section 0001, and may also supply a price for the bid item in Section 0002. The award of the contract will be made to the responsive and responsible bidder submitting the lowest Base Bid for Section 0001. If the Contractor has also supplied a price for Section 0002, then the Department, with the concurrence of the Contractor, may allow the use of Alternate Shoulder Material for shoulder renovation in lieu of, or in addition to, the graded Aggregate Material specified in Section 0001. Any use of the Alternate Shoulder Material or a combination blend must be approved for use by the Engineer before Shoulder Renovation operations begin; however, such approval is conditional, and its continued use based on successful performance in the field as determined by the Engineer. In the event the Alternate Shoulder Material in Section 0002 is not approved for use, or no price for Alternate Shoulder Material was included in the bid, the Contractor shall use the specified Aggregate Base Material for shoulder renovation work at the price provided in the Base Bid in Section 0001.

In the event the use of Alternate Shoulder Material is permitted by the Engineer for Shoulder Renovation operations and results in the field prove unacceptable to the Department or the Contractor, the permission for its continued use will be withdrawn, and the Contractor shall use the specified Aggregate Base Material at the price provided in the Base Bid in Section 0001.

The award of the Contract will be in accordance with Section 103.02 of the Specifications except as amended herein.

\*\*Alternate Shoulder Material may be Recycled Asphalt Pavement Material (RAP), non-fractionated Recycled Concrete Aggregate (RCA) or a blend of virgin Aggregate Base Material as specified in the Base Bid of Section 0001 and RAP or RCA. **Note:** The use of CHCC or any CHCC blended material as Alternate Shoulder Material will only be permitted in areas meeting the following conditions: No more than 3 feet in width and no more than 3 inches in compacted depth once placed.

12-4-15 (SPCN)

\*These SPECIFICATIONS REVISIONS are subject to change on short notice.

**GUIDELINES — MAINTENANCE SCHEDULE PROJECTS ONLY.**

(c102qm0-1215) **SECTION 102.05—PREPARATION OF BID** of the Specifications is amended to include the following:

The Schedule of Items may contain permanent pavement marking bid items designated as "Bonus" in addition to the regular permanent pavement marking bid items. The bid submitted for the regular permanent pavement marking line items shall be the bidder's price for the work. The bid submitted for the permanent pavement marking bid items designated as "Bonus" must be the bidder's regular bid price with an adjustment of 1.25. Quantities in the Schedule of Items for permanent pavement marking bid items designated as "Bonus" will be one (1). Payment for bid items designated as "Bonus" will be determined by the quantity established in accordance with the Special Provision for **SECTION 704—PAVEMENT MARKINGS AND MARKERS** in the Contract.

12-9-15 (SPCN)

**GUIDELINES — ALL FEDERAL FUNDED PROJECTS.**

(c102r00-0116) **COMPLIANCE WITH THE CARGO PREFERENCE ACT** – As required by 46 CFR 381.7 (a)-(b) "Use of United States-flag vessels, when materials or equipment are acquired for a specific highway project, the Contractor agrees:

- (a) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- (b) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States. a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- (c) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

This requirement will not be applicable when materials or equipment used on the Project are obtained from the existing inventories of suppliers and contractors; they are only applicable when the materials or equipment are acquired for the specific project, and have been transported by ocean vessel.

12-14-15 (SPCN)

\*These SPECIFICATIONS REVISIONS are subject to change on short notice.

**GUIDELINES — FEDERALLY FUNDED PROJECTS ONLY.**

(c103h00-1013) **SECTION 103.01—CONSIDERATION OF BIDS** is amended to add the following:

The Department may, as part of its deliberations toward award of a contract, enter into a Memorandum of Understanding (MOU) with the apparent lowest responsive and responsible bidder if any of the following is determined to be necessary:

- (a) Provide and document further clarification of a specification or drawing
- (b) Establish an order of priority (ranking) where there are conflicting specification requirements
- (c) Ensure proper understanding of the intent\meaning of a specification or drawing
- (d) Document the inclusion of inadvertently excluded pages from the contract documents
- (e) Document the correct unit of measurement where a conflict exists within the bid documents
- (f) Document the elimination of an item(s)
- (g) Limit the Department's exposure to contract overruns or potential unbalancing of a bid item.

This listing is not to be interpreted as all inclusive, but is provided to give examples of the types of issues that may be addressed in such an agreement. The MOU is not intended to be used to negotiate "as bid" unit prices\quantities or to renegotiate bid requirements with the apparent lowest responsive and responsible bidder, but merely to address intent, clarify points of confusion or limit the possible future effects of such issues on project budget. If the terms of the MOU are acceptable to both parties, the Department and the apparent lowest responsive and responsible bidder will document their acceptance of the terms of the MOU by both parties' signatures. In the case of Federal Oversight projects, FHWA concurrence also required. The MOU will be added to and become part of the executed contract.

10-8-13 (SPCN)

**GUIDELINES — ALL PROJECTS.**

(c103i01-0814) **SECTION 103—AWARD AND EXECUTION OF CONTRACTS** of the Specifications is amended as follows:

\*These SPECIFICATIONS REVISIONS are subject to change on short notice.

**Section 103.09—Execution of Contract** is amended to include the following:

According to Section 2.2-4308.2 of the *Code of Virginia*, any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with the Department to provide work or provide services pursuant to such contract shall register and participate in the U.S. Department of Homeland Security's "E-Verify" system to verify information and work authorization of its newly hired employees performing work pursuant to such contract.

Contractors are not required to be enrolled with "E-Verify" at the time bids are submitted, however, prior to award, the lowest responsive and responsible bidder must be enrolled with "E-Verify". Contractors may use the following website to enroll in "E-Verify", <http://www.uscis.gov/e-verify>.

8-8-14 (SPCN)

**GUIDELINES —USE ONLY WITH ON-CALL PROJECTS. THE "\$fill-in" AMOUNT, BASED OFF OF HISTORICAL DATA, AND FURNISHED BY THE PROJECT MANAGER, MUST BE ENTERED**

(c103j01-0915) **SECTION 103—AWARD AND EXECUTION OF CONTRACTS** of the Specifications is amended as follows:

**Section 103.05(a)—REQUIREMENTS OF CONTRACT BOND** is replaced by the following:

a performance bond, valued at the lesser of the Contract Value or \$ **fill-in**, conditioned upon the faithful performance of the Contract in strict conformity with the plans, Specifications and conditions of the Contract.

**Section 103.05(b)—REQUIREMENTS OF CONTRACT BOND** is replaced by the following:

a payment bond, valued at the lesser of the Contract Value or \$ **fill-in**, conditioned upon the prompt payment for all labor, materials, public utility services and rental of equipment used in the prosecution of the work for the Contract.

8-18-15 (SPCN)

**GUIDELINES — MAINTENANCE SCHEDULE PROJECTS ONLY.**

(c104cm0-0609) **SECTION 104.01—INTENT OF CONTRACT** of the Specifications is replaced by the following:

The intent of the Contract is to provide for the completion of all work specified therein.

\*These SPECIFICATIONS REVISIONS are subject to change on short notice.

The Contractor shall base his bid on the cost of completing all work specified in the Contract.

Budgetary constraints as deemed necessary by the Department may be imposed at any time during the life of the Contract. This may affect the number of routes paved and thus the final quantity of work to be performed.

If prior to initiating or during the performance of the work, the Engineer determines that the cost of completion of all work specified in the Contract will exceed the limits of the budgeted funds, the Contractor will be notified immediately. With such notice the Engineer will specify which routes will be deleted according to the Department's predetermined listing of priorities.

If after routes are deleted and work proceeds, budgets revisions indicate that the cost of work to be completed by the Contractor will fall below the limits of the budgeted funds, the Department will determine which of the previously deleted routes will be returned to the Schedule to be completed at the contract unit price.

10-21-08 (SPCN)

**GUIDELINES — PROJECTS DESIGNED UNDER THE NO-PLAN CONCEPT WHERE MINOR CONSTRUCTION SURVEYING IS REQUIRED. THE DISTRICT SURVEY MANAGER'S APPROVAL MUST BE ACQUIRED PRIOR TO INCLUDING THIS SPCN IN THE CONTRACT.**

(c105ag0-0708)

**NO PLAN PROJECT CONSTRUCTION SURVEYING**—Construction surveying for this project shall be in accordance with the following:

**Section 105.13 State Force Construction Surveying** is replaced by the following:

The location of any reference points which may have been established by the Department and any control data which the Department may have will be made available to the Contractor upon request. The Department will be responsible for the accuracy of such reference points and control data.

**Section 517—Contractor Construction Surveying** is replaced by the following:

The Contractor shall perform all construction and other surveying which the Contractor deems necessary to construct this project in accordance with the Contract documents. The cost for all surveying performed by the Contractor shall be included in the price bid for other items in the Contract.

4-10-08 (SPCN)

**GUIDELINES — ALL FEDERALLY FUNDED PROJECTS.**

(c105hf1-0309)

**SECTION 105.06 SUBCONTRACTING** of the Specifications is amended to include the following:

\*These SPECIFICATIONS REVISIONS are subject to change on short notice.

Any distribution of work shall be evidenced by a written binding agreement on file at the project site. Where no field office exists, such agreement shall be readily available upon request to Department inspector(s) assigned to the project.

The provisions contained in Form FHWA-1273 specifically, and other federal provisions included with the prime Contract are generally applicable to all Federal-aid construction projects and must be made a part of, and physically incorporated into all contracts, as well as, appropriate subcontracts for work so as to be binding in those agreements.

12-19-08 (SPCN)

**GUIDELINES — ALL STATE FUNDED PROJECTS ONLY.**

(c105is1-0908) **SECTION 105.06 SUBCONTRACTING** of the Specifications is amended to replace the first paragraph with the following:

No portion of the Contract shall be subcontracted or otherwise disposed of without the written consent of the Engineer, except for work that is \$25,000 or less per subcontractor, where the cumulative total of the sublets not requiring the Engineer's written consent will not exceed 10 percent of the original contract value. This will not, however, waive the requirements for prequalification, and will be considered part of the percentage the Contractor is allowed to subcontract. The Contractor shall notify the Engineer of the name of the firm to whom the work will be subcontracted, and the amount and items of work involved. Such notification shall be made and verbal approval given by the Engineer prior to the subcontractor beginning work.

5-15-08 (SPCN)

**GUIDELINES — PROJECTS REQUIRING DETOURS IN MUNICIPALITIES ONLY.**

(c105j00-0708) **SECTION 105.14(a) DETOURS** of the Specifications is replaced by the following:

(a) **Detours:** Detours may be indicated on the plans or in the special provisions or used with the approval of the Engineer. Detours over existing off-project roadways will be designated and the roadways maintained by the Department except municipalities shall be responsible for roadway maintenance within their own corporate limits. Temporary directional sign panels for off-project detours will be furnished by the Department. Responsibility for installation and maintenance of the temporary directional sign panels shall be in accordance with Section 512.03(a) of the Specifications.

If any project is located wholly or in part within the corporate limits of a municipality and through traffic is to be detoured at the request of the municipality, the municipality will:

\*These SPECIFICATIONS REVISIONS are subject to change on short notice.

1. Provide and maintain the detours within the corporate limits
2. Furnish, install and maintain the temporary directional sign panels

The provision of detours and signing of alternate routes will not relieve the Contractor of the responsibility of ensuring the safety of the public or from complying with any requirements of these specifications affecting the rights of the public, including those concerning lights and barricades. Maintenance of all other detours shall be the responsibility of the Contractor.

Right of way for temporary highways or bridges required by these provisions will be furnished by the Department.

1-14-08 (SPCN)

**GUIDELINES — MINIMUM-PLAN AND NO PLAN PROJECTS REQUIRING EXCAVATION, EMBANKMENT and/or AGGREGATE.**

(c106fp0-0609) **SECTION 106.03(b) SOURCES FURNISHED BY THE CONTRACTOR** of the Specifications is replaced by the following:

- (b) **Sources Furnished by the Contractor:** The use of material from sources furnished by the Contractor will not be permitted until approved by the Engineer and written authority is issued for the use thereof.

The Contractor shall acquire the necessary rights to take material from these sources and shall pay all costs related thereto, including costs which may result from an increase in length of haul. The Department will review and evaluate the material and reserves the right to reject any material from a previously approved source which fails visual examination or test.

1-14-08 (SPCN)

**GUIDELINES — STATE FUNDED PROJECTS LESS THAN \$250,000.**

(c107fg0-0708) **SECTION 107.13(b) LABOR RATE FORMS** of the Specifications is amended by the following:

The Contractor is advised that labor rate forms will not apply to this contract.

1-14-08 (SPCN)

**GUIDELINES — FOR PROJECTS WITH MOBILE OPERATIONS SUCH AS ASPHALT SCHEDULE PROJECTS.**

(c107gm0-0609) **SECTION 107.21—SIZE AND WEIGHT LIMITATIONS** - The Special Provision in this contract for **SUPPLEMENTAL DIVISION I—GENERAL PROVISIONS** is

\*These SPECIFICATIONS REVISIONS are subject to change on short notice.

amended to replace **Section 107.21—Size and Weight Limitations** of that Special Provision with the following:

**SECTION 107.21—SIZE AND WEIGHT LIMITATIONS** of the Specifications is amended to add the following:

- (d) **Construction Loading of Structures:** In the course of planning and prosecuting the work for the asphalt maintenance schedules in the Contract, the Contractor shall consider the size and weight limitation of any existing structure(s) affecting the prosecuting the work in a schedule when contemplating construction loads, equipment access, haul and delivery routes of materials, and other related activities. If the size or weight limitation of an existing structure changes after the receipt of bid date for the Contract and remains so up to and including the actual prosecution of work for a schedule in the Contract, preventing or limiting access across the structure, and the Contractor determines this limitation impacts his operations; he shall notify the Engineer of such change. If the Engineer confirms such change has occurred, the change will be considered a change to the character of the work in accordance with the provisions of Section 104.03(a) of the Specifications and is eligible for adjustments in accordance with the provisions therein.

10-21-08 (SPCN)

**GUIDELINES — FOR PROJECTS DESIGNATED AS CRITICAL INFRASTRUCTURE INFORMATION/SENSITIVE SECURITY INFORMATION (CII/SSI). INCLUDE c107ii0 CII-SSI Security Requirements.**

(c107hi0-0611)

**MANDATORY PRE-BID SHOWING CONFERENCE and SITE VISIT** – Bidders are advised there will be a **mandatory** Pre-Bid Showing conference and Site Visit held at the time and place as indicated in the project advertisement. Admission to the mandatory Pre-Bid showing and site visit will be conditioned upon the following:

1. A photo-ID will be required (example: a valid Driver's License or a valid passport).
2. An agreement for Release of Critical Infrastructure Information/Sensitive Security Information (CII/SSI) must be completed, signed, and submitted to security Department personnel prior to entry to the mandatory Pre-Bid Conference/Site Visit.

Bids will only be accepted from those bidders who are represented at this mandatory Pre-Bid showing conference and Site Visit. Attendance at this mandatory showing conference will be evidenced by the representative's signature on the Department's attendance roster.

Bidders are invited to bring a copy of the solicitation proposal with them. Any changes resulting from this mandatory Pre-Bid Showing Conference and Site Visit will be issued in a written addendum to the solicitation proposal.

3-22-05 (SPCN)

\*These SPECIFICATIONS REVISIONS are subject to change on short notice.

**GUIDELINES — FOR PROJECTS DESIGNATED AS CRITICAL INFRASTRUCTURE INFORMATION/SENSITIVE SECURITY INFORMATION (CII/SSI). INCLUDE c107hi0 CII-SSI Mandatory Showing.**

(c107ii0-0611) **SECURITY REQUIREMENTS** – Prior to commencing the work, the following is required:

- a. The Engineer will notify the Contractor and will:
  - i. Ensure an *Agreement Establishing a Company Representative*, signed by an officer of the company, is completed by the Contractor prior to commencing work.
  - ii. Coordinate with the VDOT Security and Emergency Management Division (SEMD) staff and the Contractor to determine a mutually agreeable date, time and location for conducting fingerprint-based criminal history background checks (CHBC).
- b. Each employee of the prime Contractor and any subcontractor of the prime Contractor, who will be involved in this project, is required to sign the *CII Non-disclosure Agreement (Individual)* and to pass a fingerprint-based CHBC.
- c. Results of the fingerprint-based CHBC:
  - i. Favorable results of the CHBC are usually available within 24 hours of the time the background check is conducted.
  - ii. In the event an employee of the Contractor has a criminal history, official criminal history reports issued by the Virginia State Police are usually available within five business days, though longer delays may ensue.
  - iii. Based upon the review of the official criminal history reports issued by the Virginia State Police, VDOT reserves the right to deny issuance of a VDOT Security Clearance and/or a VDOT-issued photo-identification badge to that employee.
- d. An individual employee's failure to successfully pass the fingerprint-based CHBC will not negate the Contract award and the Contractor will be allowed to replace those individuals; however, if key Contractor or subcontractor personnel fail the fingerprint-based CHBC, the Contract may be cancelled.
- e. All costs for the CHBC, estimated to be \$50.00 per individual, will be borne by the prime Contractor and will not be paid separately but the cost thereof shall be included with other appropriate items.
- f. Evidence of current CHBC from Department of Criminal Justice Services (DCJS) is acceptable in lieu of a fingerprint-based CHBC.

\*These SPECIFICATIONS REVISIONS are subject to change on short notice.

- g. A VDOT-issued photo-identification badge is required for each employee of the prime Contractor and any subcontractors of the prime Contractor, who will be involved in this project.
- h. The requirements herein (a through h) will apply to any additional prime Contractor or subcontractor employees or to any proposed replacements, who will be involved in this project during the term of the Contract.

3-22-05 (SPCN)

**GUIDELINES — ALL PROJECTS WITH LAND DISTURBING ACTIVITIES AS DESCRIBED IN S107J31. INCLUDE S107J31 ALONG WITH THIS SPCN.**

(c107j12-1215)

**VPDES CONSTRUCTION PERMITS**

The provisions of the Special Provision for “**VPDES CONSTRUCTION ACTIVITIES**” (S107J31) will govern over Sections 106, 107, 301, 303, and 603 of the Specifications. This includes the Road and Bridge Specifications book and the Supplemental Specifications included in the Contract. The status in the Contract of each of these documents will be in accordance with Section 105.12 of the Specifications.

10-26-15 (SPCN)

**GUIDELINES — FOR PROJECTS SELECTED BY THE DISTRICT CONSTRUCTION ENGINEER. THIS SPCN IS ONLY USED WHEN LIQUIDATED DAMAGES ARE DIFFERENT THAN THOSE STATED IN SECTION 108.06(b) AND/OR WHEN INCENTIVE APPLIES. THE DOLLAR AMOUNT FOR EACH CALENDAR DAY BEYOND THE TIME LIMIT AND/OR INCENTIVE “(\$fill-in amount)” MUST BE FILLED IN, OTHERWISE NO LIQUIDATED DAMAGES AND/OR INCENTIVE APPLIES.**

(c108eg0-0708)

**SECTION 108.06(b) LIQUIDATED DAMAGES** of the Specifications is replaced by the following:

All work for this Contract shall be completed and accepted on or before the time limit established in the Contract. In the event the Contractor fails to complete the work by the time limit, liquidated damages, representing the estimated additional cost of administration, engineering, supervision, inspection and other expenses will be assessed in the amount of \$ **fill-in amount** for each calendar day beyond the time limit, including Sundays and Holidays, that the project is not completed.

**Incentive:** In the event the Contractor completes all work and the project is accepted prior to the time limit in the Contract, the Contractor will be paid an amount of \$ **fill-in amount** as an incentive for each calendar day of unused time prior to the time limit, including Sundays and Holidays. The amount paid as an incentive will not exceed \$ **fill-in amount**. Time extensions will not be considered when computing the incentive.

1-14-08 (SPCN)

\*These SPECIFICATIONS REVISIONS are subject to change on short notice.

**GUIDELINES — FOR PROJECTS SELECTED BY THE DISTRICT CONSTRUCTION ENGINEER. THIS COPIED NOTE IS ONLY USED WHEN LIQUIDATED DAMAGES ARE DIFFERENT THAN THOSE STATED IN SECTION 108.06(b). THE DOLLAR AMOUNT FOR EACH CALENDAR DAY BEYOND THE TIME LIMIT “(\$fill-in amount)” MUST BE FILLED IN, OTHERWISE NO LIQUIDATED DAMAGES APPLY.**

**(c108lg0-0708) SECTION 108.06(b) LIQUIDATED DAMAGES** of the Specifications is replaced by the following:

All work for this Contract shall be completed and accepted on or before the time limit established in the Contract. In the event the Contractor fails to complete the work by the time limit, liquidated damages, representing the estimated additional cost of administration, engineering, supervision, inspection and other expenses will be charged against the Contractor in the amount of \$fill-in amount for each calendar day beyond the time limit, including Sundays and Holidays, in which the Contract remains in an incomplete state.

1-14-08 (SPCN)

**GUIDELINES —SCHEDULE PROJECTS ONLY**

**(c108mm1-0910) SECTION 108.01—PROSECUTION OF WORK** is amended to add the following:

Once the Contractor has begun work on a given schedule or portion thereof he shall endeavor to prosecute such work fully and continuously in accordance with the details and requirements of the Contract to its completion. In the event the Contractor has to temporarily suspend the work on a given schedule or portion thereof he shall notify the Engineer at least 24 hours in advance of the time and date he plans to pull off the work site. Prior to leaving the work site, the Contractor shall ensure the work site has been properly and safely secured to protect the traveling public in accordance with the provisions of the *Virginia Work Area Protection Manual*, the *MUTCD*, Section 512 of the Specifications, and other requirements included in the Contract documents.

8-17-10 (SPCN)

**GUIDELINES — ASPHALT ASPHALT SCHEDULE PROJECTS OR OTHER PROJECTS WHERE VOLUME 2 IS NOT USED.**

**(c108n01-1012) SECTION 108.02—LIMITATION OF OPERATIONS** of the Specifications is amended to replace (a) with the following:

**(a) General**

The Contractor shall conduct the work in a manner and sequence that will ensure its expeditious completion with the least interference to traffic and shall have due regard for the location of detours and provisions for

\*These SPECIFICATIONS REVISIONS are subject to change on short notice.

handling traffic. The Contractor shall not open any work to the prejudice or detriment of work already started. The Engineer may require the Contractor to finish a section of work before work is started on any other section.

The Contractor shall also be governed by the limitations of operations specified herein and elsewhere in the contract documents including but not limited to pavement and shoulder planing operations, pavement and shoulder paving operations, trench widening, shoulder rehabilitation, removal and placement of traffic control items, and maintaining traffic.

The Contractor shall also schedule work, for paving sites designated in the Contract, so that it is completed on or before the dates and time restrictions specified herein or elsewhere in the Contract.

9-7-12 (SPCN)

**GUIDELINES — USE ONLY ON PROJECTS REQUIRING PRICE ADJUSTMENT FOR PG 64V-28 ASPHALT CONCRETE.**

(c109g07-0815)

**POLYMER MODIFIED (PG 64V-28) ASPHALT CEMENT ADJUSTMENT —**

When asphalt concrete mixtures require the use of Performance Graded asphalt cement PG 64V-28, the Contractor shall show in the space provided on Form C-16A of the electronic bid proposal submitted by the Contractor, the f.o.b. cost per ton for asphalt cement PG 64V-28 upon which bid items containing PG 64V-28 were developed.

During the life of the Contract, the Contractor shall document to the Department, by invoice signed by the supplier, his cost for PG 64V-28 used. The Department will then adjust payments for asphalt concrete containing PG 64V-28 by the difference in the actual f.o.b. price and the f.o.b. quote submitted with the bid. Adjustments will be made at the time for partial payments for asphalt concrete containing PG 64V-28 in accordance with the requirements of Section 109.08 of the Specifications.

In the event the Contractor fails to show on Form C-16A of the electronic bid proposal the f.o.b. cost per ton for asphalt cement PG 64V-28 upon which bid items containing PG 64V-28 were developed, or during the life of the contract fails to provide the appropriate invoices with the Current cost for asphalt cement PG 64V-28 for the applicable calendar month during which the work was performed, the Department will base the price adjustment for asphalt concrete containing PG 64V-28 asphalt cement on the indexes for PG 64S-22 in accordance with the Special Provision For Asphalt Material Price Adjustment included in the Contract.

6-15-15 (SPCN)

**GUIDELINES — ASPHALT SURFACE TREATMENT PROJECTS ONLY.**

(c109im1-1010)

**SECTION 109.09—PAYMENT FOR MATERIAL ON HAND** of the Specifications is replaced with the following:

No payment for material on hand will be made for surface treatment materials on this contract.

6-29-10 (SPCN)

**GUIDELINES — MAINTENANCE SCHEDULE PROJECTS ONLY. USE ONLY WHERE SPECIFIC SCHEDULES ARE NOT ALLOWING FUEL ADJUSTMENT. THIS PROVISION ONLY APPLIES WHEN THE FOLLOWING IS IN THE PROPOSAL: S109F01 Adjustment Option -Fuel.**

(c109jm0-1109)

**NO FUEL ADJUSTMENT ELIGIBILITY FOR SPECIFIC SCHEDULE ITEMS —**

If the fuel adjustment form(s), as required in the special provision for **Optional Adjustment for Fuel**, is not included in the Contract for a specific schedule, the items in that schedule are **not** eligible for fuel adjustment.

\*These SPECIFICATIONS REVISIONS are subject to change on short notice.

9-3-08 (SPCN)

**GUIDELINES – MAINTENANCE SCHEDULE PROJECTS ONLY. USE ONLY WHERE SPECIFIC SCHEDULES ARE NOT ALLOWING STEEL PRICE ADJUSTMENT. THIS PROVISION ONLY APPLIES WHEN THE FOLLOWING IS IN THE PROPOSAL: S109D02 Price Adjustment -Steel.**

(c109km0-1209) **NO STEEL PRICE ADJUSTMENT ELIGIBILITY FOR SPECIFIC SCHEDULE ITEMS** — If the steel price adjustment form(s), as required in the special provision for **Price Adjustment For Steel**, is not included in the Contract for a specific schedule, the items in that schedule are **not** eligible for steel price adjustment.

12-10-09 (SPCN)

**GUIDELINES — ASPHALT SCHEDULE WORK PROJECTS ONLY.**

(c109lm0-1210) **CRACK SEALING WORK CONTRACT EXTENSION** — The Department reserves the right to extend the work in the special provision for **Sealing Cracks in Asphalt Concrete Surfaces or Hydraulic Cement Concrete Pavement** for this contract. This extension of work shall be accomplished by work order for intervals of one year (not to exceed two intervals), providing the Department and Contractor are in agreement and the following conditions are met:

- The Contractor's bonding agency is in agreement to the Contract extension
- There is no increase in contract unit prices and
- There are no new bid items added to the contract

7-13-10 (SPCN)

\*These SPECIFICATIONS REVISIONS are subject to change on short notice.

**GUIDELINES — ALL PROJECTS.**

S100B00-0708

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**PROJECT COMMUNICATION AND DECISION MAKING**January 3, 2005c  
Reissued July 2008**I. DESCRIPTION**

The intent of this provision is to establish procedures, processes and guidelines for making decisions and managing communications regarding work under contract on construction and maintenance projects. The information contained herein is not meant to be all inclusive but to serve as a minimal general framework for promoting efficient and effective communication and decision making at both the project and, if needed, executive administrative level. It is also not meant to override the decision-making processes or timeframes of specific contract requirements.

**II. DEFINITIONS**

For the purposes of this provision the following terms will apply and be defined as follows:

**Submittals** – Documents required by the contract that the Contractor must submit for the Department's review, acceptance or approval. These may include shop drawings, working drawings, material test reports, material certifications, project progress schedules, and schedule updates. The Contractor shall produce submittals as early as practicable when required by the contract so as not to delay review and determination of action.

**Confirmation of verbal instructions (COVI)** - Contractor requested written confirmation of agreements and instructions developed in negotiations with the Department concerning the Work under contract. Agreements must be able to be quantified using existing contract procedures and will, in the vast majority of cases, not impact contract time and cost. When time and/or cost are impacted, they must be clearly spelled out in the COVI.

**Requests for information (RFI)** – Requests generated by either the Contractor or the Department that the other party supplies information to better understand or clarify a certain aspect of the Work.

**Requests for owner action (ROA)** – Requests when the Contractor asks that the Department take certain action(s) the Contractor feels is required for proper completion of a portion of the Work or project completion.

**Contract change requests (CCR)** - Request where the Contractor asks the Department to make an equitable adjustment to the contract because of excusable and/or compensable events, instructions that have or have not been given or other work requiring time and/or cost beyond that specified or envisioned within the original contract.

**Requests for contractor action (RCA)** – Request generated by the Department where the Department asks the Contractor to take certain action that is in the best interests of the project and/or is required for proper completion of a portion of the Work or for project completion.

**Contract change directives (CCD)** – Directive by the Department which instructs the Contractor to perform work beyond that specified or envisioned in the original contract and which may specify instructions, time, and cost(s) to make an equitable adjustment to the original contract.

\*These SPECIFICATIONS REVISIONS are subject to change on short notice.

**Responsible Person** – The individual in the normal or escalated resolution process, for either the Contractor or the Department, having the direct authority, responsibility and accountability to formulate and respond to each category of information request.

### III. PROCESS FOR DECISION MAKING

Project teams composed on responsible individuals directly involved in the administration, prosecution, and inspection of the Work from the Contractor and the Department shall define and agree upon the field decision-making process during the pre-construction conference. This information relative to the process should be written down and distributed to all parties of the process once it is established. Where there are responsibility, authority or personnel changes associated with this process such changes shall be distributed to all affected parties as quickly as practicable after they are effective so as not to delay or impede this process.

The process for making field decisions with respect to the Work detailed in the contract basically requires the following steps:

1. The Contractor and the Engineer agree on the decision-making process, the identity, authority and accountability of the individuals involved and on the cycle times for response for each category of decision.
2. The party requiring the information generates the appropriate request documents, and calls for a decision from the individual who is accountable for the particular facet of the Work under consideration within the agreed period.
3. The responding party has an internal decision-making process that supports the individual who is accountable and provides the information required within the agreed period for each category of request.
4. The party receiving the decision has an internal process for accepting the decision or referring it for further action within an agreed period of time.

The process also requires that clear and well-understood mechanisms be in place to log and track requests, document the age and status of outstanding requests and actions to be taken on requests that have not been answered within the agreed period.

Both the Department and the Contractor shall agree on the following:

- The documentation and perhaps format to be developed for each category of information requested,
- The name (as opposed to organizational position) of all individuals with the responsibility, authority and accountability to formulate and respond to each category of information requested. The District Administrator (DA) or Chief Executive Officer (CEO) of the Contractor may delegate the responsibility and authority for formulating and responding to requests, however, the accountability for meeting the established response time(s) remains with the District Administrator and CEO.
- The cycle times for each stage in the decision-making process,
- The performance measures to be used to manage the process,
- The action to be taken if cycle times are not achieved and information is not provided in a timely manner.

The following general guideline and timeframe matrix will apply to the various requests for action. Again, please note these guidelines are general in scope and may not apply to specific contract timeframes for response identified within the requirements of the Contract documents. In such cases, specific contract requirements for information shall apply.

\*These SPECIFICATIONS REVISIONS are subject to change on short notice.

**PROCESS GUIDELINES FOR REQUESTS GENERATED BY THE CONTRACTOR**

Process	Situation	Normal resolution process		Escalated process		Final resolution
		By	Within (calendar days)	By	Within	
Submittal	Where the Contractor requests the Department's review, acceptance or approval of shop drawings, materials data, test reports, project progress schedules, or other submittals required by standard Specifications or other contract language.	Department's Designated Project Manager	<ul style="list-style-type: none"> <li>• Acknowledge: 3 days<sup>1</sup></li> <li>• Accept or Return: 14 days</li> <li>• Final Determination\Approve: 30 days or as outlined in contract documents.</li> </ul>	DA or their designee*	7 days	Submit ROA or CCR
Confirmation of Verbal Instruction (COVI)	Resolving routine field issues, within the framework of the Contract, in negotiation with Owner field personnel.	Department's Appropriate field personnel	<ul style="list-style-type: none"> <li>• Confirmation: 1 day<sup>2</sup></li> </ul>	Submit RFI, ROA or CCR	7 days	(See process for RFI, ROA, or CCR)
Request for Information (RFI)	Requests the Department to supply information to better understand or clarify a certain aspect of the work.	Department's Designated Project Manager	<ul style="list-style-type: none"> <li>• Action: 14 days (or appropriate Action Plan)</li> </ul>	DA or their designee*	7 days	Submit ROA or CCR
Request for Owner Action (ROA)	Requests that the Department take certain action the Contractor feels is required for proper completion of a portion of the Work or project completion.	Department's Designated Project Manager	<ul style="list-style-type: none"> <li>• Acknowledge: 3 days<sup>1</sup></li> <li>• Action: 14 days (or appropriate Action Plan)</li> </ul>	DA or their designee*	7 days	Submit CCR
Contract Change Request (CCR)	Requests the Department to make an equitable adjustment to the contract because of excusable and/or compensable events, instructions that have or have not been given or other work requiring time and/or cost beyond that specified or envisioned within the original contract.	Department's Designated Project Manager	<ul style="list-style-type: none"> <li>• Acknowledge: 3 days<sup>1</sup></li> <li>• Action: 30 days (45 days if federal oversight project)</li> </ul>	DA or their designee*	7 days	Established dispute resolution and claims process

<sup>1</sup> Process initiated on the last business day of a week shall be acknowledged before 5 pm on the next VDOT business day.

<sup>2</sup> The absence of a written confirmation from the Owner to a Contractor's written request for confirmation of a verbal instruction shall constitute confirmation of the verbal instruction.

\*These SPECIFICATIONS REVISIONS are subject to change on short notice.

**PROCESS GUIDELINES FOR REQUESTS GENERATED BY THE OWNER**

Process	Situation	Normal resolution process		Escalated process		Final resolution
		By	Within (calendar days)	By	Within	
1. RFI	Requests the Contractor to supply information to better understand or clarify a certain aspect of the work. (RFI)	Contractor's Project Superintendent	<ul style="list-style-type: none"> <li>Action: 14 days (or appropriate written Action Plan)</li> </ul>	Contractor's Project Manager	7 days	Submit RCA or CCD
2. RCA	Requesting the Contractor take certain action(s) that is in the best interests of the project and/or is required for proper completion of a portion of the work or for project completion. (RCA)	Contractor's Project Superintendent	<ul style="list-style-type: none"> <li>Response or Action to safety and environmental issues: 1 day</li> <li>Otherwise acknowledge: 3 days<sup>1</sup></li> <li>Action: 14 days (or appropriate Action Plan)</li> </ul>	Contractor's Project Manager	7 days	Submit CCD
3. CCD	Instructs the Contractor to perform work beyond that specified or envisioned in the original contract and undertakes action(s) to make an equitable adjustment to the contract. (CCD)	Contractor's Project Superintendent	<ul style="list-style-type: none"> <li>Acknowledge: 3 days<sup>1</sup></li> <li>Action: 30 days</li> </ul>	CEO or their designee**	7 days	Established dispute resolution and termination process

<sup>1</sup> Process initiated on the last business day of a week shall be acknowledged before 5 p m on next project business day.

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**GUIDELINES — PROJECTS APPROVED BY THE STATE CONTACT ENGINEER AS DUAL DATE CONTRACT PROJECTS ONLY. FEDERALLY FUNDED PROJECTS MAY REQUIRE FHWA REVIEW OF DUAL DATE CONTRACT SPs AND SPCNs BEFORE ADVERTISEMENT.**

**S100DD0-0708**

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**DUAL DATE CONTRACT PROJECTS**

January 14, 2008

**SECTION 102.05—PREPARATION OF BID** of the Specifications is amended to include the following:

The bidder's attention is directed to the consecutive calendar day and the "no later than" fixed completion dates set forth in the Proposal.

**SECTION 103.06—CONTRACT DOCUMENTS** of the Specifications is amended to include the following:

The lowest successful bidder may schedule and perform work identified in this proposal at any time within the time limits set forth on Form C-7DD in the proposal. Prior to contract execution, the lowest successful Bidder shall indicate on the Form C-7DD provided by the Department for execution of the Contract, his selected start date for the Work, and, using the number of consecutive calendar days stated in the Proposal, the Department will determine the fixed date for completion and acceptance of the Work. In no case shall the Bidder's determined fixed completion date be beyond the Department's "no later than" fixed completion date set forth in the Proposal.

Once selected, the Contractor's selected start date and determined fixed completion date for the project will be binding.

**SECTION 105—CONTROL OF WORK** of the Specifications is amended as follows:

**Section 105.01—Notice to Proceed** is replaced with the following:

For the purposes of this Contract the date the Contractor selects to start the Work will be the Notice to Proceed date. If the Contractor fails to select a start date that is before a date equal to the "no later than" fixed completion date minus the calendar days stated in the Proposal, the Contractor's Notice to Proceed date will automatically become the date resulting from subtracting the consecutive calendar days from the "no later than" fixed completion date stated in the Proposal. In no case shall work begin before the Department executes the Contract.

**Section 105.05—Character of Workers, Work Methods, and Equipment** is amended to add the following:

The Contractor shall provide the Engineer a list of all equipment available for use on the Contract. The make, model, size, capacity, and year of manufacture shall be listed for each piece of equipment. The list shall be provided at the pre-construction conference or no later than one week prior to the first estimate and shall be updated as changes occur but at least once a month.

**SECTION 108—PROSECUTION AND PROGRESS OF WORK** of the Specifications is amended as follows:

**Section 108.01—Prosecution of Work** is amended to replace the first paragraph with the following:

The Contractor shall begin work on his selected start date or no later than 15 consecutive calendar days after his selected start date. Once started, work on this Contract shall be

\*These SPECIFICATIONS REVISIONS are subject to change on short notice.

continuously prosecuted and completed no later than the Contractor's determined fixed completion date.

**Section 108.04—Determination and Extension of Contract Time Limit** is replaced with the following:

No request for an extension of time will be considered that is based on any claim that the time limit as originally established by the Department was inadequate nor will the Department's granting or denying the Contractor's request for an extension of time relieve the Contractor of his responsibility to perform the Work in accordance with the scope and requirements of the Contract unless specifically addressed as an authorized change to the Contract.

If the satisfactory fulfillment of the Contract with extensions and increases authorized in accordance with the requirements of Sections 104.02 and 104.03 of the Specifications requires the performance of work in greater quantities than those specified in the Contract, the Contractor shall inform the Department in writing if the additional quantities require additional time to perform the work and, if so, the reason supporting such a determination and the additional amount of time requested to perform the work due to the greater quantities. The Engineer will determine if additional contract time is warranted by the greater quantities as specified in the Contractor's request. Where the Engineer determines such additional time is warranted, the amount of additional time as well as the additional quantities involved shall be specifically identified in the authorized change order to the Contract.

The Engineer may give consideration for extension of time when a delay occurs due to unforeseen causes beyond the control of and without the fault or negligence of the Contractor. However, consideration will not be given to extensions of time attributable to normal weather conditions or conditions resulting from normal weather.

During prosecution of the work, the Contractor shall identify the causes for any delays attributable to conditions he deems to be beyond his control and shall identify the particular construction operations affected, their criticality to project milestones or overall contract completion, and the significant dates that encompass the periods of delay. The Contractor shall furnish all such information necessary for the Department to make an adequate evaluation of any claim received from the Contractor for an extension of the contract time limit within three days of experiencing such a delay.

**Section 108.07—Default of Contract** is amended to replace (a) in the first paragraph with the following:

- (a) fails to begin the work under the Contract within 15 consecutive calendar days after the Contractor's selected start date for this Contract.

**GUIDELINES — ALL EMERGENCY CONTRACT PROJECTS ONLY.****S100EE0-0708**VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**EMERGENCY CONTRACT PROJECTS**

January 14, 2008

**SECTION 103—AWARD AND EXECUTION OF CONTRACTS** of the Specifications is amended as follows:**Section 103.05—Requirements of Contract Bond** is amended to replace the first paragraph, including subparagraphs (a) and (b), with the following:

Within 72 hours after notification of award of the Contract, the successful bidder shall furnish the following bonds for contracts in excess of \$250,000:

- (a) a performance bond in the sum of the Contract amount, conditioned upon the faithful performance of the Contract in strict conformity with the plans, Specifications and conditions of the Contract, and
- (b) a payment bond in the sum of the Contract amount, conditioned upon the prompt payment for all labor, materials, public utility services and rental of equipment used in the prosecution of the work for the Contract.

And to replace the second paragraph with the following:

Bidders will not be awarded an unbonded contract when their bid plus the balance of other unbonded contracts exceeds \$250,000.00 or as otherwise limited by their current prequalification status.

**Section 103.06(d) Workers' Compensation Insurance Certificate** is amended to replace the first sentence with the following:

The certificate shall be filed on forms furnished by the Department within 72 hours after notification of award of the Contract.

**Section 103.06(e) Progress Schedule** is replaced with the following:

- (e) **Progress Schedule:** The Contractor is not required to submit a progress schedule for this contract.

**Section 103.07—Failure to Furnish Bonds or Certificate of Insurance** is amended to replace the first sentence of the first paragraph with the following:

Failure by the successful bidder to furnish the Department acceptable bonds, workers' compensation insurance or the Contractor's Bodily Injury and Property Damage Liability Insurance policy within 72 hours after being notified of the intent of award the Contract shall be considered just cause for cancellation of award and forfeiture of the proposal guaranty.

**SECTION 105—CONTROL OF WORK** of the Specifications is amended as follows:**Section 105.01—Notice to Proceed** is replaced with the following:

\*These SPECIFICATIONS REVISIONS are subject to change on short notice.

Unless otherwise indicated in the Contract, the date of the Notice to Proceed will be the date of contract execution. The State Contract Engineer will contact the Contractor on the date of contract execution to inform him of such action. The State Contract Engineer will confirm this date in the letter of Contract Execution. This letter of Contract Execution will be distributed to Department personnel involved in the administration of the Contract as well as the Contractor.

The Contractor may request to adjust the start date for the work on the Contract. If accepted by the Engineer, such adjustment will not be considered as a basis for claim that the time resulting from Contractor's requested start date is insufficient to accomplish the work nor shall it relieve the Contractor of his responsibility to perform the work in accordance with the scope of work and requirements of the Contract. In no case shall work begin before the Department executes the Contract. The Contractor shall notify the Engineer at least 24 hours prior to the date on which he plans to begin the work.

**Section 105.05—Character of Workers, Work Methods, and Equipment** is amended to add the following:

The Contractor shall provide the Engineer a list of all equipment available for use on the Contract. The make, model, size, capacity, and year of manufacture shall be listed for each piece of equipment. The list shall be provided at the pre-construction conference or no later than one week prior to the first estimate and shall be updated as changes occur but at least once a month.

**SECTION 106—CONTROL OF MATERIAL** of the Specifications is amended as follows:

**Section 106.01—Source of Supply and Quality Requirements** is amended to replace the first paragraph with the following:

The materials used throughout the work shall conform to the requirements of the Contract. The Contractor shall regulate his supplies so that there will be a sufficient quantity of tested material on hand at all times to prevent any delay of work. Except as otherwise specified, materials, equipment, and components shall be new. The Contractor shall file a statement of the known origin, composition and manufacture of all materials to be used in the work, including optional or alternate items. Material requirements not previously reported shall be submitted at least five days prior to their use on the project. The Contractor's statement shall be electronically submitted by use of Form C-25 and shall be identified by the complete project number, and all items or component materials shall be identified by the specific contract item number and the Specification reference shown in the Contract.

And to replace the third sentence of the second paragraph with the following:

The Contractor shall notify the Department of this change, and provide the same identifying information noted in this Section, at least five days prior to their use on the project.

**Section 106.02—Material Delivery** is amended to delete the first sentence.

**SECTION 108—PROSECUTION AND PROGRESS OF WORK** of the Specifications is amended as follows:

**Section 108.01—Prosecution of Work** is amended to replace the first paragraph with the following:

The Contractor shall begin work within 24 hours of the date of the contract execution unless otherwise permitted by specific language in the Contract.

**Section 108.03—Progress Schedule General Requirements** is replaced with the following:

\*These SPECIFICATIONS REVISIONS are subject to change on short notice.

A progress schedule will not be required for this contract.

**Section 108.04—Determination and Extension of Contract Time Limit** is replaced with the following:

Unless otherwise indicated in the Contract, the contract time limit will be specified as a fixed date for completion. The Contractor shall take into consideration normal conditions considered unfavorable for the prosecution of the work, and shall place sufficient workers and equipment on the project to complete the work in accordance with the specified contract time limit. No request for an extension of time will be considered that is based on any claim that the contract time limit as originally established was inadequate.

If the satisfactory fulfillment of the Contract with extensions and increases authorized in accordance with the requirements of Sections 104.02 and 104.03 of the Specifications requires the performance of work in greater quantities than those specified in the Contract, the Contractor shall inform the Department in writing if the additional quantities require additional time to perform the work and, if so, the reason supporting such a determination and the additional amount of time requested to perform the work due to the greater quantities. The Engineer will determine if additional contract time is warranted by the greater quantities as specified in the Contractor's request. Where the Engineer determines such additional time is warranted, the amount of additional time as well as the additional quantities involved shall be specifically identified in the authorized change order to the Contract.

With a fixed date contract when the date of contract execution is not within 60 calendar days after the opening of bids, or when the Contractor is unable to commence work because of any failure of the Department, or when the Contractor is delayed because of the fault of the Department, the Contractor will be given an extension of time based on the number of days delayed beyond the 60 calendar days. No time extension will be allowed for a delay in the date of contract execution when the delay is the fault of the Contractor.

During prosecution of the work, the Contractor shall identify the causes for any delays attributable to conditions he deems to be beyond his control and shall identify the particular construction operations affected, their criticality to project milestones or overall contract completion, and the significant dates that encompass the periods of delay. The Contractor shall furnish all such information necessary for the Department to make an adequate evaluation of any claim received from the Contractor for an extension of the contract time limit within three days of experiencing such a delay.

The Engineer may give consideration for extension of time when a delay occurs due to unforeseen causes beyond the control of and without the fault or negligence of the Contractor. However, consideration will not be given to extensions of time attributable to normal weather conditions or conditions resulting from normal weather.

If there is a delay in the progress of the work due to unforeseen causes described within these Specifications, and the delay extends the contract time limit into the period between November 30 of one year and April 1 of the following year and working conditions during such period are unsuitable for the continuous prosecution or completion of the work, then consideration may be given to granting an extension of time that will encompass a suitable period during which such work can be expeditiously and acceptably performed.

**Section 108.07—Default of Contract** is amended to replace (a) in the first paragraph with the following:

\*These SPECIFICATIONS REVISIONS are subject to change on short notice.

- (a) fails to begin the work under the Contract within 5 consecutive calendar days after the date of execution for this Contract.

\*These SPECIFICATIONS REVISIONS are subject to change on short notice.

**S102CF2-0813**

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**USE OF DOMESTIC MATERIAL**

July 26, 2013

**SECTION 102.05 PREPARATION OF BID** of the Specifications is amended to include the following:

In accordance with the provisions of Section 635.410(b) of Title 23 CFR, hereinafter referred to as "Buy America", except as otherwise specified, all iron and steel products (including miscellaneous steel items such as fasteners, nuts, bolts and washers) to be permanently incorporated for use on federal aid projects shall be produced in the United States of America regardless of the percentage they exist in the manufactured product or final form they take. Therefore, "Domestically produced in the United States of America" means all manufacturing processes must occur in the United States of America, to mean, in one of the 50 States, the District of Columbia, Puerto Rico or in the territories and possessions of the United States. Manufacturing processes are defined as any process which alters or modifies the chemical content, physical size or shape or final finish of iron or steel material) such as rolling, extruding, bending, machining, fabrication, grinding, drilling, finishing, or coating whereby a raw material or a reduced iron ore material is changed, altered or transformed into a steel or iron item or product which, because of the process, is different from the original material. For the purposes of satisfying this requirement "coating" is defined as the application of epoxy, galvanizing, painting or any other such process that protects or enhances the value of the material. Materials used in the coating process need not be domestic materials.

For the purposes herein the manufacturing process is considered complete when the resultant product is ready for use as an item in the project (e.g. fencing, posts, girders, pipe, manhole covers, etc.) or is incorporated as a component of a more complex product by means of further manufacturing. Final assembly of a product may occur outside of the United States of America provided no further manufacturing process takes place.

Raw materials such as iron ore, pig iron, processed, pelletized and reduced iron ore, waste products (including scrap, that is, steel or iron no longer useful in its present form from old automobiles, machinery, pipe, railroad rail, or the like and steel trimmings from mills or product manufacturing) and other raw materials used in the production of steel and/or iron products may, however, be imported. Extracting, handling, or crushing the raw materials which are inherent to the transporting the materials for later use in the manufacturing process are exempt from Buy America. The use of foreign source steel or iron billet is not acceptable under the provisions of Buy America. For the purposes of this provision all steel or iron material not meeting the criteria as domestically produced in the United States of America will be considered as "foreign" material. All iron and steel items will be classified hereinafter as "domestic" or "foreign", identified by and subject to the provisions herein.

Domestically produced iron or steel ingots or billets shipped outside the United States of America for any manufacturing process and returned for permanent use in a project would not comply with "Buy America" requirements.

Buy America provisions do not apply to iron or steel products used temporarily in the construction of a project such as temporary sheet piling, temporary bridges, steel scaffolding, falsework or such temporary material or product or material that remains in place for the Contractor's convenience.

Section 635.410(b) of Title 23 CFR permits a minimal amount of steel or iron material to be incorporated in the permanent work on a federal-aid contract. The cost of such materials or products must not exceed one-tenth of one percent of the contract amount or \$2500, whichever is greater. The cost of the foreign iron or steel material is defined as its monetary value delivered to the job site

\*These SPECIFICATIONS REVISIONS are subject to change on short notice.

and supported by invoices or bill of sale to the Contractor. This delivered to site cost must include transportation, assembly, installation and testing.

In the event the total cost of all "foreign" iron and steel product or material does not exceed one-tenth of one percent of the total contract cost or \$2,500, whichever is greater, the use of such material meeting the limitations herein will not be restricted by the domestic requirements herein. However, by signing the bid, the Bidder certifies that such cost does not exceed the limits established herein.

#### **Waivers:**

With prior concurrence from Federal Highway Administration (FHWA) headquarters, the Federal Highway Division Administrator may grant a waiver to specific projects provided it can be demonstrated:

1. that the use of domestic steel or iron materials would be inconsistent with the public interest; or
2. materials or products requested for use are not produced in the United States in sufficient or reasonably available quantities and are of satisfactory quality for use in the permanent work.

The waiver request shall be submitted with supportive information to include:

1. Project number\description, project cost, waiver item, item cost, country of origin for the product, reason for the waiver, and
2. Analysis of redesign of the project using alternative or approved equal domestic products

In order to grant such a waiver the request for the waiver must be published in the Federal Register for a period not less than 15 days or greater than 60 days prior to waiving such requirement. An initial 15 day comment period to the waiver will be available to the public by means of the FHWA website: <http://www.fhwa.dot.gov/construction/contracts/waivers.cfm>. Following that initial 15 day period of review and comment the request for waiver will be published by the FHWA in the Federal Register. The effective date of the FHWA finding, either to approve or deny the waiver request, will be 15 days following publication in the Federal Register.

Only the FHWA Administrator may grant nationwide waivers which still are subject to the public rulemaking and review process.

#### **Alternative Bidding Procedures:**

An alternative bidding procedure may be employed to justify the use of foreign iron and/or steel. To qualify under this procedure the total project is bid using two alternatives, one based on the use of domestic products and the other, the use of corresponding foreign source steel and/or iron materials.

In accordance with the provisions of Section 103.02 the Contract will be awarded to the lowest responsive and responsible bidder who submits the lowest total bid based on furnishing domestic iron or steel unless such total exceeds the lowest total bid based on furnishing foreign iron and/or steel by more than 25 percent, in which case the award will be made to the lowest responsive and responsible bidder furnishing foreign iron and/or steel based upon furnishing verifiable supportive data. The bidder shall submit a bid based on permanently incorporating only domestic iron and/or steel in the construction of the project. The bidder may also submit a bid for the same proposed contract based on being allowed to permanently incorporate corresponding foreign iron and/or steel materials meeting the other contract requirements into the work on the contract. If he chooses to submit such a bid, that alternate bid shall clearly indicate which foreign iron and/or steel items will be permanently

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installed in the work as well as contain prices for all other items listed in the corresponding domestic proposal to complete a total "Foreign" bid.

In the event the contract is awarded to the bidder furnishing foreign iron and/or steel materials or items the provision for price adjustment of steel items will be permitted, however, price fluctuations shall use the U.S. index as stated in the Special Provision for Price Adjustment For Steel. The Contractor must indicate which corresponding eligible steel items he chooses price adjustment to apply. In the event the contract is awarded to a bidder furnishing foreign iron and/or steel items and during the life of that contract the Contractor discovers he cannot furnish foreign iron and/or steel material as originally anticipated and agreed upon, he shall be responsible to honor the total bid price and furnish such iron and/or steel materials meeting the contract requirements from other sources as necessary to complete the work.

In the event the Contractor proposes to furnish "foreign" iron and steel and can verify a savings in excess of 25 percent of the overall project cost if bid using domestic materials, the Contractor shall submit a second complete paper bid proposal clearly marked "Foreign" including Form C-7 and supportive data supplement on all sheets. Supportive data shall list, but not be limited to, origin of material, best price offer, quantity and complete description of material, mill analysis, evidence or certification of conformance to contract requirements, etc. The "Foreign" bid shall be completed using the best price offer for each corresponding bid item supplying foreign material in the alternative bid and submit the same with the Contractor's "Domestic" bid. The Contractor shall write the word "Foreign" by the bid total shown on Form C-7 as well as last page of Schedule of Items showing the total bid amount. The bidder shall also contact the State Contract Engineer to inform him that he is also submitting an alternate "Foreign" paper bid.

The information listed on the supportive data sheet(s) will be used to provide the basis for verification of the required cost savings. In the event comparison of the prices given, or corrected as provided in Section 103.01 of the Specifications, shows that use of "foreign" iron and steel items does not represent a cost savings exceeding the aforementioned 25 percent, "domestic" iron and/or steel and prices given there for shall be used and the "100 percent Domestic Items Total" shall be the Contractor's bid.

#### **Certification of Compliance:**

Where domestic material is supplied, prior to incorporation into the Work, the Contractor shall furnish to the Department a certificate of compliance (such as may be furnished by steel mill test reports) that all steel and/or iron products supplied to the project except as may be permitted (one-tenth of one percent of the total contract cost or \$2,500, whichever is greater) and permanently incorporated into the work satisfies the domestic requirements herein. This certification shall contain a definitive statement about the origin of all products covered under the provisions of Buy America as stated herein.

In lieu of the Contractor providing personal certification, the Contractor may furnish a stepped certification in which each handler of the product, such as supplier, fabricator, manufacturer, processor, etc. furnishes an individual certification that their step in the process was domestically performed.

\*These SPECIFICATIONS REVISIONS are subject to change on short notice.

**GUIDELINES — USE ONLY ON PROJECTS THAT THE STATE CONTRACT ENGINEER SPECIFIES WILL NOT REQUIRE E-BIDDING AND HE/SHE ALSO WAIVES PREQUALIFICATION REQUIREMENTS. SPCN c102b01 Prequalification Waived MUST BE INCLUDED IN THE PROPOSAL.**

**S102EG0-0708**

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**ELECTRONIC BIDDING OPTION**

September 12, 2007

**SECTION 101.02—TERMS** of the Specifications is amended as follows:

**Proposal** is replaced by the following:

The document provided by the Department to prospective bidders or personally obtained by prospective bidders that describe the work for which bids will be accepted which includes the printed or electronic forms on which the Department requires bids to be submitted for the work described.

**SECTION 102—BIDDING REQUIREMENTS AND CONDITIONS** of the Specifications is amended as follows:

**Section 102.02(a) Standard Proposal** is amended to replace the second paragraph with the following:

Papers bound with or attached to the paper proposal or attachments to the electronic proposal will be considered a part of the bid. The plans, Specifications, and other documents specified in the proposal will be considered a part of the proposal.

**Section 102.05(a) General** is amended as follows:

The third paragraph is replaced with the following:

The bidder shall submit his bid by approved electronic media or paper. Bids that are submitted electronically shall be signed with a digital signature.

The fourth paragraph is replaced with the following:

The bidder shall furnish a unit or lump sum price as called for in the proposal, in numerical figures, for each pay item listed. The bidder shall also show the products of the unit prices and quantities in numerical figures in the column provided for that purpose and the total amount of the bid. Figures shall be handwritten in ink or typed.

The sixth paragraph is replaced with the following:

In the event there is a discrepancy between the bidder's electronically generated proposal form and the official proposal form as furnished by the Department, the Department proposal form will govern. In the event the Contractor submits a paper and an electronic bid for the same project, the paper bid will prevail.

**Section 102.05(d) Required Certifications** is amended to add to the second the following:

The original of the sworn statement shall be filed with the Department when the bid is submitted.

\*These SPECIFICATIONS REVISIONS are subject to change on short notice.

**Section 102.05(f) Signing the Bid** is replaced with the following:

The bid shall be signed by the individual, one or more members of a partnership, or one or more of the officers of a corporation, whichever is applicable, in ink or by a digital identification. For a joint venture, the bid shall be signed in ink by each individual identified prior to receipt of bids, as representing the joint venture. If the individual is not previously identified as representing a joint venture, the firm of record is responsible for the bid.

**Section 102.06—Irregular Bids** is amended in the first paragraph as follows:**Section 102.06(i)** is replaced with the following:

if envelopes containing submitted paper bids or bids submitted by electronic media show a designation for a project other than the project for which the bid is made

**Section 102.06(l)** is replaced with the following:

if any papers included in the paper bid or attachments included in the electronic bid are detached or altered when the bid is submitted except as otherwise provided for herein

**Section 102.06(m)** is replaced with the following:

if electronic bid is submitted, failure to be registered with “eVA Internet e-procurement solution” prior to the award of the Contract

**Section 102.06(n)** is added as follows:

if the paper bid is not written in ink or typed.

**Section 102.09—Submission of Bid** is replaced by the following:

Each electronic bid shall be submitted to the Department by approved electronic media in accordance with the policy in place at the time of the advertisement and bid. This information will be posted on the Construction website at [www.virginiadot.org/business/const](http://www.virginiadot.org/business/const). Refer to “Electronic Bidding” information.

Each paper bid may be submitted in the envelope furnished by the Department. The blank spaces on the envelope shall be filled in correctly. When any other envelope is used, it shall be the same general size and shape as the envelope furnished by the Department and shall be marked to indicate its contents clearly. Bids shall be sealed in an envelope and addressed to: Contract Engineer’s Office, VDOT, 1401 E. Broad Street, Richmond, VA 23219.

Bids shall be filed prior to the time and at the place specified in the Notice of Advertisement. Bids received after that time will be returned to the bidder unopened. The date for the opening of bids may be deferred by the Department, in which case the bidders will be notified.

**Section 102.10(a) Standard Withdrawal** is replaced by the following:

- (a) **Standard Withdrawal:** Electronic bids may be withdrawn as allowed by the electronic bidding system until bid closing. A bidder may withdraw an electronic or paper bid provided the request for the withdrawal is written and signed by a person(s) who qualifies to execute the bid in accordance with the requirements of Section 102.05 of the Specifications.

**Section 102.11—eVA Business-To-Government Vendor Registration** is amended to include the following:

Bidders submitting bids by approved electronic media are not required to be registered with "eVA Internet e-procurement solution" at the time bids are submitted, however, prior to award, the lowest responsive and responsible bidder must be registered with "eVA Internet e-procurement solution" or the bid will be rejected. Registration shall be performed by accessing the eVA web site portal [www.eva.state.va.us](http://www.eva.state.va.us), following the instructions and complying with the requirements therein.

**Section 102.12—Public Opening of Bids** is replaced by the following:

Electronic bids will be decrypted, opened, printed to paper and, along with all other bids, read publicly at the time and place specified in the Notice of Advertisement. Paper bids will be opened and along with all other bids, read publicly at the time and place specified in the Notice of Advertisement. Interested parties are invited to be present. As-Read results will be posted on the Construction website at [www.VDOT.Virginia.gov](http://www.VDOT.Virginia.gov) as soon as possible on the day of reading.

**GUIDELINES — FOR EMERGENCY CONTRACT PROJECTS ONLY.**

S102KE0-0211

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**PAPER BIDDING**

January 20, 2011

**SECTION 101.02—TERMS** of the Specifications is amended as follows:**Proposal** is replaced by the following:

The document provided by the Department to prospective bidders or personally obtained by prospective bidders that describe the work for which bids will be accepted which includes the printed forms on which the Department requires bids to be submitted for the work described.

**SECTION 102—BIDDING REQUIREMENTS AND CONDITIONS** of the Specifications is amended as follows:**Section 102.02(a) Standard Proposal** is amended to replace the second paragraph with the following:

Papers bound with or attached to the paper proposal will be considered a part of the bid. The plans, Specifications, and other documents specified in the proposal will be considered a part of the proposal.

**Section 102.05(a) General** is amended as follows:

The third paragraph is replaced with the following:

The bidder shall submit his bid by paper.

The fourth paragraph is replaced with the following:

The bidder shall furnish a unit or lump sum price as called for in the proposal, in numerical figures, for each pay item listed. The bidder shall also show the products of the unit prices and quantities in numerical figures in the column provided for that purpose and the total amount of the bid. Figures shall be handwritten in ink or typed.

**Section 102.05(d) Required Certifications** is amended to add to the second the following:

The original of the sworn statement shall be filed with the Department when the bid is submitted.

**Section 102.05(f) Signing the Bid** is replaced with the following:

The bid shall be signed by the individual, one or more members of a partnership, or one or more of the officers of a corporation, whichever is applicable, in ink. For a joint venture, the bid shall be signed in ink by each individual identified prior to receipt of bids, as representing the joint venture. If the individual is not previously identified as representing a joint venture, the firm of record is responsible for the bid.

**Section 102.06—Irregular Bids** is amended in the first paragraph as follows:**Section 102.06(i)** is replaced with the following:

\*These SPECIFICATIONS REVISIONS are subject to change on short notice.

if envelopes containing submitted paper bids show a designation for a project other than the project for which the bid is made

**Section 102.06(l)** is replaced with the following:

if any papers included in the paper bid or attachments included in the bid are detached or altered when the bid is submitted except as otherwise provided for herein

**Section 102.06(n)** is added as follows:

if the paper bid is not written in ink or typed.

**Section 102.09—Submission of Bid** is replaced by the following:

Each paper bid may be submitted in the envelope furnished by the Department. The blank spaces on the envelope shall be filled in correctly. When any other envelope is used, it shall be the same general size and shape as the envelope furnished by the Department and shall be marked to indicate its contents clearly. Bids shall be sealed in an envelope and addressed to the location specified in the Notice of Advertisement.

Bids shall be filed prior to the time and at the place specified in the Notice of Advertisement. Bids received after that time will be returned to the bidder unopened. The date for the opening of bids may be deferred by the Department, in which case the bidders will be notified.

**Section 102.10(a) Standard Withdrawal** is replaced by the following:

- (a) **Standard Withdrawal:** A bidder may withdraw paper bid provided the request for the withdrawal is written and signed by a person(s) who qualifies to execute the bid in accordance with the requirements of Section 102.05 of the Specifications.

**Section 102.12—Public Opening of Bids** is replaced by the following:

Paper bids will be opened and along with all other bids, read publicly at the time and place specified in the Notice of Advertisement. Interested parties are invited to be present.

**GUIDELINES — ALL PROJECTS LOCATED IN VOC EMISSION CONTROL AREAS (LARGER URBAN & ASSOCIATED SUBURBS, See this special provision for specifics).**

**S107E03-0214**

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**VOLATILE ORGANIC COMPOUND (VOC) EMISSIONS CONTROL AREAS**

December 18, 2013

**VOC Emission Control Area** - The Contractor is advised that this project may be located in a volatile organic compound (VOC) emissions control area identified in the State Air Control Board Regulations (9 VAC 5-20-206) and in Table 1 below. Therefore, the following limitations may apply:

- Open burning is prohibited during the months of May, June, July, August, and September in VOC Emissions Control areas
- Cutback asphalt is prohibited April through October except when use or application as a penetrating prime coat or tack is necessary in VOC Emissions Control areas

Table 1. Virginia Department of Environmental Quality Volatile Organic Compound (VOC) Emissions Control Areas\*

VOC Emissions Control Area	VDOT District	Jurisdiction
Northern Virginia	NOVA	Alexandria City Arlington County Fairfax County Fairfax City Falls Church City Loudoun County Manassas City Manassas Park City Prince William County
Northern Virginia	Fredericksburg	Stafford County
Fredericksburg	Fredericksburg	Spotsylvania County Fredericksburg City
Hampton Roads	Fredericksburg	Gloucester County
Hampton Roads	Hampton Roads	Chesapeake City Hampton City Isle of Wight County James City County Newport News City Norfolk City Poquoson City Portsmouth City Suffolk City Virginia Beach City Williamsburg City York County

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Richmond	Richmond	Charles City County Chesterfield County Colonial Heights City Hanover County Henrico County Hopewell City Petersburg City Prince George County Richmond City
Western Virginia	Staunton	Frederick County Winchester City
Western Virginia	Salem	Roanoke County Botetourt County Roanoke City Salem City

\* Regulations for the Control and Abatement of Air Pollution (9 VAC 5-20-206)

See the Virginia Code 9 VAC 5-45, Article 7 (Emission Standards for Asphalt Paving Operations) and 9 VAC 5-130 (Regulation for Open Burning) for further clarification. In addition to the above requirements, the Contractor's attention is directed to the requirements of Section 107.16 of the Specifications, because other air pollution requirements may also apply.

\*These SPECIFICATIONS REVISIONS are subject to change on short notice.

**GUIDELINES — FEDERAL PROJECTS ONLY.**

S107HF1-0211

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**SECTION 107.15**

December 10, 2010

**Section 107.15** of the Specifications is replaced by the following:**Section 107.15—Use of Disadvantaged Business Enterprises (DBEs)****A. Disadvantaged Business Enterprise (DBE) Program Requirements**

Any Contractor, subcontractor, supplier, DBE firm, and contract surety involved in the performance of work on a federal-aid contract shall comply with the terms and conditions of the United States Department of Transportation (USDOT) DBE Program as the terms appear in Part 26 of the Code of Federal Regulations (49 CFR as amended), the USDOT DBE Program regulations; and the Virginia Department of Transportation's (VDOT or the Department) Road and Bridge Specifications and DBE Program rules and regulations.

For the purposes of this provision, Contractor is defined as the Prime Contractor of the contract; and sub-contractor is defined as any DBE supplier, manufacturer, or subcontractor performing work or furnishing material, supplies or services to the contract. The Contractor shall physically include this same contract provision in every supply or work/service subcontract that it makes or executes with a subcontractor having work for which it intends to claim credit.

In accordance with 49 CFR Part 26 and VDOT's DBE Program requirements, the Contractor, for itself and for its subcontractors and suppliers, whether certified DBE firms or not, shall commit to complying fully with the auditing, record keeping, confidentiality, cooperation, and anti-intimidation or retaliation provisions contained in those federal and state DBE Program regulations. By bidding on this contract, and by accepting and executing this contract, the Contractor agrees to assume these contractual obligations and to bind the Contractor's subcontractors contractually to the same at the Contractor's expense.

The Contractor or subcontractor shall not discriminate on the basis of race, color, 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, administration, and performance of this contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which will result in the termination of this contract or other such remedy, as VDOT deems appropriate.

All administrative remedies noted in this provision are automatic unless the Contractor exercises the right of appeal within the required timeframe(s) specified herein. Appeal requirements, processes, and procedures shall be in accordance with guidelines stated herein and current at the time of the proceedings. Where applicable, the Department will notify the Contractor of any changes to the appeal requirements, processes, and procedures after receiving notification of the Contractor's desire to appeal.

All time frames referenced in this provision are expressed in business days unless otherwise indicated. Should the expiration of any deadline fall on a weekend or holiday, such deadline will automatically be extended to the next normal business day.

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**B. DBE Certification**

The only DBE firms eligible to perform work on a federal-aid contract for DBE contract goal credit are firms certified as Disadvantaged Business Enterprises by the Virginia Department of Minority Business Enterprise (DMBE) or the Metropolitan Washington Airports Authority (MWAA) in accordance with federal and VDOT guidelines. DBE firms must be certified in the specific work listed for DBE contract goal credit. A directory listing of certified DBE firms can be obtained from the Virginia Department of Minority Business Enterprise and the Metropolitan Washington Airports Authority Internet websites: <http://www.dmb.e.virginia.gov/> ; <http://mwaa.com/362.htm>

**C. Bank Services**

The Contractor and each subcontractor are encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals. Such banking services and the fees charged for services typically will not be eligible for DBE Program contract goal credit. Such information is available from the VDOT's Internet Civil Rights Division website: <http://insidevdot/C7/Civil%20Rights/default.aspx>

**D. DBE Program-Related Certifications Made by Bidders\Contractors**

By submitting a bid and by entering into any contract on the basis of that bid, the bidder/Contractor certifies to each of the following DBE Program-related conditions and assurances:

1. That the management and bidding officers of its firm agree to comply with the bidding and project construction and administration obligations of the USDOT DBE Program requirements and regulations of 49 CFR Part 26 as amended, and VDOT's Road and Bridge Specifications and DBE Program requirements and regulations.
2. Under penalty of perjury and other applicable penal law that it has complied with the DBE Program requirements in submitting the bid, and shall comply fully with these requirements in the bidding, award, and execution of the contract.
3. To ensure that DBE firms have been given full and fair opportunity to participate in the performance of the contract. The bidder certifies that all reasonable steps were, and will be, taken to ensure that DBE firms had, and will have, an opportunity to compete for and perform work on the contract. The bidder further certifies that the bidder shall not discriminate on the basis of race, color, age, national origin, or sex in the performance of the contract or in the award of any subcontract. Any agreement between a bidder and a DBE whereby the DBE promises not to provide quotations for performance of work to other bidders is prohibited.
4. As a bidder, good faith efforts were made to obtain DBE participation in the proposed contract at or above the goal for DBE participation established by VDOT. It has submitted as a part of its bid true, accurate, complete, and detailed documentation of the good faith efforts it performed to meet the contract goal for DBE participation. The bidder, by signing and submitting its bid, certifies the DBE participation information submitted within the stated time thereafter is true, correct, and complete, and that the information provided includes the names of all DBE firms that will participate in the contract, the specific line item(s) that each listed DBE firm will perform, and the creditable dollar amounts of the participation of each listed DBE. The specific line item must reference the VDOT line number and item number contained in the proposal.

\*These SPECIFICATIONS REVISIONS are subject to change on short notice.

5. The bidder further certifies, by signing its bid, it has committed to use each DBE firm listed for the specific work item shown to meet the contract goal for DBE participation. Award of the contract will be conditioned upon meeting these and other listed requirements of 49 CFR Part 26.53 and the contract documents. By signing the bid, the bidder certifies on work that it proposes to sublet; it has made good faith efforts to seek out and consider DBEs as potential subcontractors. The bidder shall contact DBEs to solicit their interest, capability, and prices in sufficient time to allow them to respond effectively, and shall retain on file proper documentation to substantiate its good faith efforts. Award of the contract will be conditioned upon meeting these and other listed requirements of 49 CFR Part 26.53 and the contract documents.
6. Once awarded the contract, the Contractor shall make good faith efforts to utilize DBE firms to perform work designated to be performed by DBEs at or above the amount or percentage of the dollar value specified in the bidding documents. Further, the Contractor understands it shall not unilaterally terminate, substitute for, or replace any DBE firm that was designated in the executed contract in whole or in part with another DBE, any non-DBE firm, or with the Contractor's own forces or those of an affiliate of the Contractor without the prior written consent of VDOT as set out within the requirements of this provision.
7. Once awarded the contract, the Contractor shall designate and make known to the Department a liaison officer who is assigned the responsibility of administering and promoting an active and inclusive DBE program as required by 49 CFR Part 26 for DBEs. The designation and identity of this officer need be submitted only once by the Contractor during any twelve (12) month period at the preconstruction conference for the first contract the Contractor has been awarded during that reporting period. The Department will post such information for informational and administrative purposes at VDOT's Internet Civil Rights Division website.
8. Once awarded the contract, the Contractor shall comply fully with all regulatory and contractual requirements of the USDOT DBE Program, and that each DBE firm participating in the contract shall fully perform the designated work items with the DBE's own forces and equipment under the DBE's direct supervision, control, and management. Where a contract exists and where the Contractor, DBE firm, or any other firm retained by the Contractor has failed to comply with federal or VDOT DBE Program regulations and/or their requirements on that contract, VDOT has the authority and discretion to determine the extent to which the DBE contract regulations and/or requirements have not been met, and will assess against the Contractor any remedies available at law or provided in the contract in the event of such a contract breach.
9. In the event a bond surety assumes the completion of work, if for any reason VDOT has terminated the prime Contractor, the surety shall be obligated to meet the same DBE contract terms and requirements as were required of the original prime Contractor in accordance with the requirements of this specification.

#### **E. Disqualification of Bidder**

Bidders may be disqualified from bidding for failure to comply with the requirements of this Special Provision, the contract specifications, and VDOT Road and Bridge Specifications.

\*These SPECIFICATIONS REVISIONS are subject to change on short notice.

## F. Bidding Procedures

The following bidding procedures shall apply to the contract for DBE Program compliance purposes:

- 1. Contract Goal, Good Faith Efforts Specified:** All bidders evidencing the attainment of DBE goal commitment equal to or greater than the required DBE goal established for the project must submit completed Form C-111, Minimum DBE Requirements, and Form C-48, Subcontractor/Supplier Solicitation and Utilization, as a part of the bid documents.

Form C-111 may be submitted electronically or may be faxed to the Department, but in no case shall the bidder's Form C-111 be received later than 10:00 a.m. the next business day after the time stated in the bid proposal for the receipt of bids. Form C-48 must be received within ten (10) business days after the bid opening.

If, at the time of submitting its bid, the bidder knowingly cannot meet or exceed the required DBE contract goal, it shall submit Form C-111 exhibiting the DBE participation it commits to attain as a part of its bid documents. The bidder shall then submit Form C-49, DBE Good Faith Efforts Documentation, within two (2) business days after the bid opening.

The lowest responsive and responsible bidder must submit its properly executed Form C-112, Certification of Binding Agreement, within three (3) business days after the bids are received. DBEs bidding as prime contractors are not required to submit Form C-112 unless they are utilizing other DBEs as subcontractors.

If, after review of the apparent lowest bid, VDOT determines the DBE requirements have not been met, the apparent lowest successful bidder must submit Form C-49, DBE Good Faith Efforts Documentation, which must be received by the Contract Engineer within two (2) business days after official notification of such failure to meet the aforementioned DBE requirements.

Forms C-48, C-49, C-111, and C-112 can be obtained from the VDOT website at:  
<http://vdotforms.vdot.virginia.gov/>

Instructions for submitting Form C-111 can be obtained from the VDOT website at:  
[http://www.virginiadot.org/business/resources/const/Exp\\_DB\\_E\\_Ccommitments.pdf](http://www.virginiadot.org/business/resources/const/Exp_DB_E_Ccommitments.pdf)

- 2. Bid Rejection:** The failure of a bidder to submit the required documentation within the timeframes specified in the **Contract Goal, Good Faith Efforts Specified** section of this Special Provision may be cause for rejection of that bidder's bid.

If the lowest bidder is rejected for failure to submit the required documentation in the specified time frames, the Department may award the work to the next lowest bidder, or re-advertise the proposed work at a later date or proceed otherwise as determined by the Commonwealth.

- 3. Good Faith Efforts Described:** In order to award a contract to a bidder that has failed to meet DBE contract goal requirements, VDOT will determine if the bidder's efforts were adequate good faith efforts, and if given all relevant circumstances, those efforts were made actively and aggressively to meet the DBE requirements. Efforts to obtain DBE participation are not good faith efforts if they could not reasonably be expected to produce a level of DBE participation sufficient to meet the DBE Program and contract goal requirements.

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Good faith efforts may be determined through use of the following list of the types of actions the bidder may make to obtain DBE participation. This is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts of similar intent may be relevant in appropriate cases:

- (a) Soliciting through reasonable and available means, such as but not limited to, attendance at pre-bid meetings, advertising, and written notices to DBEs who have the capability to perform the work of the contract. Examples include: advertising in at least one daily/weekly/monthly newspaper of general circulation, as applicable; phone contact with a completely documented telephone log, including the date and time called, contact person, or voice mail status; and internet contacts with supporting documentation, including dates advertised. The bidder shall solicit this interest no less than five (5) business days before the bids are due so that the solicited DBEs have enough time to reasonably respond to the solicitation. The bidder shall determine with certainty if the DBEs are interested by taking reasonable steps to follow up initial solicitations as evidenced by documenting such efforts as requested on Form C-49, DBE Good Faith Efforts Documentation.
- (b) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the Contractor might otherwise prefer to completely perform all portions of this work in its entirety or use its own forces;
- (c) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner, which will assist the DBEs in responding to a solicitation;
- (d) Negotiating for participation in good faith with interested DBEs;
  - 1. Evidence of such negotiation shall include the names, addresses, and telephone numbers of DBEs that were considered; dates DBEs were contacted; a description of the information provided regarding the plans, specifications, and requirements of the contract for the work selected for subcontracting; and, if insufficient DBE participation seems likely, evidence as to why additional agreements could not be reached for DBEs to perform the work;
  - 2. A bidder using good business judgment should consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and should take a firm's price, qualifications, and capabilities, as well as contract goals, into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not sufficient reason for a bidder's failure to meet the contract goal for DBE participation, as long as such costs are reasonable and comparable to costs customarily appropriate to the type of work under consideration. Also, the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make diligent good faith efforts. Bidders are not, however, required to accept higher quotes from DBEs if the price difference can be shown by the bidder to be excessive, unreasonable, or greater than would normally be expected by industry standards;
- (e) A bidder cannot reject a DBE as being unqualified without sound reasons based on a thorough investigation of the DBE's capabilities. The DBE's standing within its industry, membership in specific groups, organizations, associations, and political or social affiliations, and union vs. non-union employee status are not legitimate causes

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for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal for DBE participation;

- (f) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by VDOT or by the bidder/Contractor;
- (g) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services subject to the restrictions contained in these provisions;
- (h) Effectively using the services of appropriate personnel from VDOT and from DMBE; available minority/women community or minority organizations; contractors' groups; local, state, and Federal minority/ women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and utilization of qualified DBEs.

#### **G. Documentation and Administrative Reconsideration of Good Faith Efforts**

**During Bidding:** As described in the **Contract Goal, Good Faith Efforts Specified** section of this Special Provision, the bidder must provide Form C-49, DBE Good Faith Efforts Documentation, of its efforts made to meet the DBE contract goal as proposed by VDOT within the time frame specified in this provision. The means of transmittal and the risk for timely receipt of this information shall be the responsibility of the bidder. The bidder shall attach additional pages to the certification, if necessary, in order to fully detail specific good faith efforts made to obtain the DBE firms participation in the proposed contract work.

However, regardless of the DBE contract goal participation level proposed by the bidder or the extent of good faith efforts shown, all bidders shall timely and separately file their completed and executed forms C-111, C-112, C-48, and C-49, as aforementioned, or face potential bid rejection.

If a bidder does not submit its completed and executed forms C-111, or C-112, when required by this Special Provision, the bidder's bid will be considered non-responsive and may be rejected.

Where the Department upon initial review of the bid results determines the apparent low bidder has failed or appears to have failed to meet the requirements of the **Contract Goal, Good Faith Efforts Specified** section of this Special Provision and has failed to adequately document that it made a good faith effort to achieve sufficient DBE participation as specified in the bid proposal, that firm upon notification of the Department's initial determination will be offered the opportunity for administrative reconsideration before VDOT rejects that bid as non-responsive. The bidder shall address such request for reconsideration in writing to the Contract Engineer within five (5) business days of receipt of notification by the Department and shall be given the opportunity to discuss the issue and present its evidence in person to the Administrative Reconsideration Panel. The Administrative Reconsideration Panel will be made up of VDOT Division Administrators or their designees, none of who took part in the initial determination that the bidder failed to make the goal or make adequate good faith efforts to do so. After reconsideration, VDOT shall notify the bidder in writing of its decision and explain the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so.

If, after reconsideration, the Department determines the bidder has failed to meet the requirements of the contract goal and has failed to make adequate good faith efforts to achieve the level of DBE participation as specified in the bid proposal, the bidder's bid will be rejected.

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If sufficient documented evidence is presented to demonstrate that the apparent low bidder made reasonable good faith efforts, the Department will award the contract and reduce the DBE requirement to the actual commitment identified by the lowest successful bidder at the time of its bid. The Contractor is still encouraged to seek additional DBE participation during the life of the contract.

However, such action will not relieve the Contractor of its responsibility for complying with the reduced DBE requirement during the life of the contract or any administrative sanctions as may be appropriate.

**During the Contract:** If a DBE, through no fault of the Contractor, is unable or unwilling to fulfill his agreement with the Contractor, the Contractor shall immediately notify the Department and provide all relevant facts. If a Contractor relieves a DBE subcontractor of the responsibility to perform work under their subcontract, the Contractor is encouraged to take the appropriate steps to obtain a DBE to perform an equal dollar value of the remaining subcontracted work. In such instances, the Contractor is expected to seek DBE participation towards meeting the goal during the performance of the contract.

If the Contractor fails to conform to the schedule of DBE participation as shown on the progress schedule, or at any point at which it is clearly evident that the remaining dollar value of allowable credit for performing work is insufficient to obtain the scheduled participation, and the Contractor has not taken the preceding actions, the Contractor and any aforementioned affiliates may be subject to disallowance of DBE credit until such time as conformance with the schedule of DBE participation is achieved.

**Project Completion:** If the Contractor fails upon completion of the project to meet the required participation, the Contractor and any prime contractual affiliates, as in the case of a joint venture, may be enjoined from bidding as a prime Contractor, or participating as a subcontractor on VDOT projects for a period of 90 days.

Prior to enjoinder from bidding or denial to participate as a subcontractor for failure to comply with participation requirements, as provided hereinbefore, the Contractor may submit documentation to the State Construction Engineer to substantiate that failure was due solely to quantitative underrun(s), elimination of items subcontracted to DBEs, or to circumstances beyond their control, and that all feasible means have been used to obtain the required participation. The State Construction Engineer upon verification of such documentation shall make a determination whether or not the Contractor has met the requirements of the contract.

If it is determined that the aforementioned documentation is insufficient or the failure to meet required participation is due to other reasons, the Contractor may request an appearance before the Administrative Reconsideration Panel to establish that all feasible means were used to meet such participation requirements. The decision of the Administrative Reconsideration Panel shall be administratively final. If the decision is made to enjoin the Contractor from bidding on other VDOT work as described herein, the enjoinder period will begin upon the Contractor's failure to request a hearing within the designated time frame or upon the Administrative Reconsideration Panel's decision to enjoin, as applicable.

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## H. DBE Participation for Contract Goal Credit

DBE participation on the contract will count toward meeting the DBE contract goal in accordance with the following criteria:

1. Cost-plus subcontracts will not be considered to be in accordance with normal industry practice and will not normally be allowed for credit.
2. The applicable percentage of the total dollar value of the contract or subcontract awarded to the DBE will be counted toward meeting the contract goal for DBE participation in accordance with the **DBE Program-Related Certifications Made by Bidders\Contractors** section of this Special Provision for the value of the work, goods, or services that are actually performed or provided by the DBE firm itself or subcontracted by the DBE to other DBE firms.
3. When a DBE performs work as a participant in a joint venture with a non-DBE firm, the Contractor may count toward the DBE goal only that portion of the total dollar value of the contract equal to the distinctly defined portion of the contract work that the DBE has performed with the DBE's own forces or in accordance with the provisions of this Section. The Department shall be contacted in advance regarding any joint venture involving both a DBE firm and a non-DBE firm to coordinate Department review and approval of the joint venture's organizational structure and proposed operation where the Contractor seeks to claim the DBE's credit toward the DBE contract goal.
4. When a DBE subcontracts part of the work of the contract to another firm, the value of that subcontracted work may be counted toward the DBE contract goal only if the DBE's subcontractor at a lower tier is a certified DBE. Work that a DBE subcontracts to either a non-DBE firm or to a non-certified DBE firm will not count toward the DBE contract goal. The cost of supplies and equipment a DBE subcontractor purchases or leases from the prime Contractor or the prime's affiliated firms will not count toward the contract goal for DBE participation.
5. The Contractor may count expenditures to a DBE subcontractor toward the DBE contract goal only if the DBE performs a Commercially Useful Function (CUF) on that contract.
6. A Contractor may not count the participation of a DBE subcontractor toward the Contractor's final compliance with the DBE contract goal obligations until the amount being counted has actually been paid to the DBE. A Contractor may count sixty (60) percent of its expenditures actually paid for materials and supplies obtained from a DBE certified as a regular dealer, and one hundred (100) percent of such expenditures actually paid for materials and supplies obtained from a certified DBE manufacturer.
  - (a) For the purposes of this Special Provision, a regular dealer is defined as a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles, or equipment required and used under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the DBE firm shall be an established business that regularly engages, as its principal business and under its own name, in the purchase and sale or lease of the products or equipment in question. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions will not be considered regular dealers.
  - (b) A DBE firm may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business where it keeps such items in stock if the DBE both owns and operates

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distribution equipment for the products it sells and provides for the contract work. Any supplementation of a regular dealer's own distribution equipment shall be by a long-term lease agreement and not on an *ad hoc* or contract-by-contract basis to be eligible for credit to meet the DBE contract goal.

- (c) If a DBE regular dealer is used for DBE contract goal credit, no additional credit will be given for hauling or delivery to the project site goods or materials sold by that DBE regular dealer. Those delivery costs shall be deemed included in the price charged for the goods or materials by the DBE regular dealer, who shall be responsible for their distribution.
- (d) For the purposes of this Special Provision, a manufacturer will be defined as a firm that operates or maintains a factory or establishment that produces on the premises the materials, supplies, articles, or equipment required under the contract and of the general character described by the project specifications. A manufacturer shall include firms that produce finished goods or products from raw or unfinished material, or purchase and substantially alter goods and materials to make them suitable for construction use before reselling them.
- (g) A Contractor may count toward the DBE contract goal the following expenditures to DBE firms that are not regular dealers or manufacturers for DBE program purposes:
  - 1. The entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant or managerial services, or for providing bonds or insurance specifically required for the performance of the federal-aid contract, if the fee is reasonable and not excessive or greater than would normally be expected by industry standards for the same or similar services.
  - 2. The entire amount of that portion of the construction contract that is performed by the DBE's own forces and equipment under the DBE's supervision. This includes the cost of supplies and materials ordered and paid for by the DBE for contract work, including supplies purchased or equipment leased by the DBE, except supplies and equipment a DBE subcontractor purchases or leases from the prime Contractor or its affiliates.
- (h) A Contractor may count toward the DBE contract goal one hundred (100) percent of the fees paid to a DBE trucker or hauler for the delivery of material and supplies required on the project job site, but not for the cost of those materials or supplies themselves, provided that the trucking or hauling fee is determined by VDOT to be reasonable, as compared with fees customarily charged by non-DBE firms for similar services. A Contractor shall not count costs for the removal or relocation of excess material from or on the job site when the DBE trucking company is not the manufacturer of or a regular dealer in those materials and supplies. The DBE trucking firm shall also perform a Commercially Useful Function (CUF) on the project and not operate merely as a pass through for the purposes of gaining credit toward the DBE contract goal. Prior to submitting a bid, the Contractor shall determine, or contact the VDOT Civil Rights Division or its district Offices for assistance in determining, whether a DBE trucking firm will meet the criteria for performing a CUF on the project. See section on **Miscellaneous DBE Program Requirements; Factors used to Determine if a DBE Trucking Firm is Performing a CUF.**
- (i) The Contractor will receive DBE contract goal credit for the fees or commissions charged by and paid to a DBE broker who arranges or expedites sales, leases, or other project work or service arrangements provided that those fees are determined

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by VDOT to be reasonable and not excessive as compared with fees customarily charged by non-DBE firms for similar services. For the purposes of this Special Provision, a broker is defined as a person or firm that regularly engages in arranging for delivery of material, supplies, and equipment, or regularly arranges for the providing of project services as a course of routine business but does not own or operate the delivery equipment necessary to transport materials, supplies, or equipment to or from a job site.

#### **I. Performing a Commercially Useful Function (CUF)**

No credit toward the DBE contract goal will be allowed for contract payments or expenditures to a DBE firm if that DBE firm does not perform a CUF on that contract. A DBE performs a CUF when the DBE is solely responsible for execution of a distinct element of the contract work and the DBE actually performs, manages, and supervises the work involved with the firm's own forces or in accordance with the provisions of the **DBE Participation for Contract Goal Credit** section of this Special Provision. To perform a CUF the DBE alone shall be responsible and bear the risk for the material and supplies used on the contract, selecting a supplier or dealer from those available, negotiating price, determining quality and quantity, ordering the material and supplies, installing those materials with the DBE's own forces and equipment, and paying for those materials and supplies. The amount the DBE firm is to be paid under the contract shall be commensurate with the work the DBE actually performs and the DBE credit claimed for the DBE's performance.

**Monitoring CUF Performance:** It shall be the Contractor's responsibility to ensure that all DBE firms selected for subcontract work on the contract, for which he seeks to claim credit toward the contract goal, perform a CUF. Further, the Contractor is responsible for and shall ensure that each DBE firm fully performs the DBE's designated tasks with the DBE's own forces and equipment under the DBE's own direct supervision and management or in accordance with the provisions of the **DBE Participation for Contract Goal Credit** section of this Special Provision. For the purposes of this provision the DBE's equipment will mean either equipment directly owned by the DBE as evidenced by title, bill of sale or other such documentation, or leased by the DBE, and over which the DBE has control as evidenced by the leasing agreement from a firm not owned in whole or part by the prime Contractor or an affiliate of the Contractor under this contract.

VDOT will monitor the Contractor's DBE involvement during the performance of the contract. However, VDOT is under no obligation to warn the Contractor that a DBE's participation will not count toward the goal.

**DBEs Must Perform a Useful and Necessary Role in Contract Completion:** A DBE does not perform a commercially useful function if the DBE's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

**DBEs Must Perform The Contract Work With Their Own Workforces:** If a DBE does not perform and exercise responsibility for at least thirty (30) percent of the total cost of the DBE's contract with the DBE's own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involve, VDOT will presume that the DBE is not performing a CUF and such participation will not be counted toward the contract goal.

**VDOT Makes Final Determination On Whether a CUF Is Performed:** VDOT has the final authority to determine whether a DBE firm has performed a CUF on a federal-aid contract. To determine whether a DBE is performing or has performed a CUF, VDOT will evaluate the amount of work subcontracted by that DBE firm or performed by other firms and the extent of

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the involvement of other firms' forces and equipment. Any DBE work performed by the Contractor or by employees or equipment of the Contractor shall be subject to disallowance under the DBE Program, unless the independent validity and need for such an arrangement and work is demonstrated.

#### **J. Verification of DBE Participation and Imposed Damages**

Within fourteen days after contract execution, the Contractor shall submit to the Responsible Engineer, with a copy to the District Civil Rights Office (DCRO), a fully executed subcontract agreement for each DBE used to claim credit in accordance with the requirements stated on Form C-112. The subcontract agreement shall be executed by both parties stating the work to be performed, the details or specifics concerning such work, and the price which will be paid to the DBE subcontractor. Because of the commercial damage that the Contractor and its DBE subcontractor could suffer if their subcontract pricing, terms, and conditions were known to competitors, the Department staff will treat subcontract agreements as proprietary Contractor trade secrets with regard to Freedom of Information Act requests. In lieu of subcontract agreements, purchase orders may be submitted for haulers, suppliers, and manufacturers. These too, will be treated confidentially and protected. Such purchase orders must contain, as a minimum, the following information: authorized signatures of both parties; description of the scope of work to include contract item numbers, quantities, and prices; and required federal contract provisions.

The Contractor shall also furnish, and shall require each subcontractor to furnish, information relative to all DBE involvement on the project for each quarter during the life of the contract in which participation occurs and verification is available. The information shall be indicated on Form C-63, DBE and SWAM Payment Compliance Report. The department reserves the right to request proof of payment via copies of cancelled checks with appropriate identifying notations. Failure to provide Form C-63 to the District Civil Rights Office (DCRO) within five (5) business days after the reporting period may result in delay of approval of the Contractor's monthly progress estimate for payment. The names and certification numbers of DBE firms provided by the Contractor on the various forms indicated in this Special Provision shall be exactly as shown on the DMBE's or MWAA's latest list of certified DBEs. Signatures on all forms indicated herein shall be those of authorized representatives of the Contractor as shown on the Prequalification Application, Form C-32 or the Prequalification/Certification Renewal Application, Form C-32A, or authorized by letter from the Contractor. If DBE firms are used which have not been previously documented with the Contractor's bid and for which the Contractor now desires to claim credit toward the project goal, the Contractor shall be responsible for submitting necessary documentation in accordance with the procedures stipulated in this Special Provision to cover such work prior to the DBE beginning work.

Form C-63 can be obtained from the VDOT website at: <http://vdotforms.vdot.virginia.gov/>

The Contractor shall submit to the Responsible Engineer its progress schedule with a copy to the DCRO, as required by Section 108.03 of the Specifications or other such specific contract scheduling specification that may include contractual milestones, i.e., monthly or VDOT requested updates. The Contractor shall include a narrative of applicable DBE activities relative to work activities of the Contractor's progress schedule, including the approximate start times and durations of all DBE participation to be claimed for credit that shall result in full achievement of the DBE goal required in the contract.

On contracts awarded on the basis of good faith efforts, narratives or other agreeable format of schedule information requirements and subsequent progress determination shall be based on the commitment information shown on the latest Form C-111 as compared with the appropriate Form C-63.

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Prior to beginning any major component or quarter of the work, as applicable, in which DBE work is to be performed, the Contractor shall furnish a revised Form C-111 showing the name(s) and certification number(s) of any current DBEs not previously submitted who will perform the work during that major component or quarter for which the Contractor seeks to claim credit toward the contract DBE goal. The Contractor shall obtain the prior approval of the Department for any assistance it may provide to the DBE beyond its existing resources in executing its commitment to the work in accordance with the requirements listed in the **Good Faith Efforts Described** section of this Special Provision. If the Contractor is aware of any assistance beyond a DBE's existing resources that the Contractor, or another subcontractor, may be contemplating or may deem necessary and that have not been previously approved, the Contractor shall submit a new or revised narrative statement for VDOT's approval prior to assistance being rendered.

If the Contractor fails to comply with correctly completing and submitting any of the required documentation requested by this provision within the specified time frames, the Department will withhold payment of the monthly progress estimate until such time as the required submissions are received VDOT. Where such failures to provide required submittals or documentation are repeated the Department will move to enjoin the Contractor and any prime contractual affiliates, as in the case of a joint venture, from bidding as a prime Contractor, or participating as a subcontractor on VDOT projects until such submissions are received.

#### **K. Documentation Required for Semi-final Payment**

On those projects nearing completion, the Contractor must submit Form C-63 marked "Semi-Final" within twenty (20) days after the submission of the last regular monthly progress estimate to the DCRO. The form must include each DBE used on the contract work and the work performed by each DBE. The form shall include the actual dollar amount paid to each DBE for the accepted creditable work on the contract. The form shall be certified under penalty of perjury, or other applicable law, to be accurate and complete. VDOT will use this certification and other information available to determine applicable DBE credit allowed to date by VDOT and the extent to which the DBEs were fully paid for that work. The Contractor shall acknowledge by the act of filing the form that the information is supplied to obtain payment regarding a federal participation contract. A letter of certification, signed by both the prime Contractor and appropriate DBEs, will accompany the form, indicating the amount, including any retainage, if present, that remains to be paid to the DBE(s).

#### **L. Documentation Required for Final Payment**

On those projects that are complete, the Contractor shall submit a final Form C-63 marked "Final" to the DCRO, within thirty (30) days of the final estimate. The form must include each DBE used on the contract and the work performed by each DBE. The form shall include the actual dollar amount paid to each DBE for the creditable work on the contract. VDOT will use this form and other information available to determine if the Contractor and DBEs have satisfied the DBE contract goal percentage specified in the contract and the extent to which credit was allowed. The Contractor shall acknowledge by the act of signing and filing the form that the information is supplied to obtain payment regarding a federal participation contract.

#### **M. Prompt Payment Requirements**

The Contractor shall make prompt and full payment to the subcontractor(s) of any retainage held by the prime Contractor after the subcontractor's work is satisfactorily completed.

For purposes of this Special Provision, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished, documented, and

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accepted as required by the contract documents by VDOT. When VDOT has made partial acceptance of a portion of the prime contract, the Department will consider the work of any subcontractor covered by that partial acceptance to be satisfactorily completed. Payment will be made in accordance with the requirements of Section 107.01, Section 109.08, and Section 109.09 of the Specifications.

Upon VDOT's payment of the subcontractor's portion of the work as shown on the monthly progress estimate and the receipt of payment by the Contractor for such work, the Contractor shall make compensation in full to the subcontractor for that portion of the work satisfactorily completed and accepted by the Department. For the purposes of this Special Provision, payment of the subcontractor's portion of the work shall mean the Contractor has issued payment in full, less agreed upon retainage, if any, to the subcontractor for that portion of the subcontractor's work that VDOT paid to the Contractor on the monthly progress estimate.

The Contractor shall make payment of the subcontractor's portion of the work within seven (7) days of the receipt of payment from VDOT in accordance with the requirements of Section 107.01, Section 109.08, and Section 109.09 of the Specifications.

If the Contractor fails to make payment for the subcontractor's portion of the work within the time frame specified herein, the subcontractor shall contact the Responsible Engineer and the Contractor's bonding company in writing. The bonding company and VDOT will investigate the cause for non-payment and, barring mitigating circumstances that would make the subcontractor ineligible for payment, ensure payment in accordance with the requirements of Section 107.01, Section 109.08, and Section 109.09 of the Specifications.

By bidding on this contract, and by accepting and executing this contract, the Contractor agrees to assume these contractual obligations, and to bind the Contractor's subcontractors contractually to those prompt payment requirements.

Nothing contained herein shall preclude the Contractor from withholding payment to the subcontractor in accordance with the terms of the subcontract in order to protect the Contractor from loss or cost of damage due to a breach of agreement by the subcontractor.

#### **N. Miscellaneous DBE Program Requirements**

**Loss of DBE Eligibility:** When a DBE firm has been removed from eligibility as a certified DBE firm, the following actions will be taken:

1. When a Bidder/Contractor has made a commitment to use a DBE firm that is not currently certified, thereby making the Contractor ineligible to receive DBE participation credit for work performed, and a subcontract has not been executed, the ineligible DBE firm does not count toward either the contract goal or overall goal. The Contractor shall meet the contract goal with a DBE firm that is eligible to receive DBE credit for work performed, or must demonstrate to the Contract Engineer that it has made good faith efforts to do so.
2. When a Bidder/Contractor has executed a subcontract with a certified DBE firm prior to official notification of the DBE firm's loss of eligibility, the Contractor may continue to use the firm on the contract and shall continue to receive DBE credit toward its DBE goal for the subcontractor's work.
3. When VDOT has executed a prime contract with a DBE firm that is certified at the time of contract execution but that is later ruled ineligible, the portion of the ineligible firm's

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performance on the contract before VDOT has issued the notice of its ineligibility shall count toward the contract goal.

**Termination of DBE:** If a certified DBE subcontractor is terminated, or fails, refuses, or is unable to complete the work on the contract for any reason, the Contractor must promptly request approval to substitute or replace that firm in accordance with this section of this Special Provision.

The Contractor, as aforementioned in **DBE Program-Related Certifications Made by Bidders/Contractors**, shall notify VDOT in writing before terminating and/or replacing the DBE that was committed as a condition of contract award or that is otherwise being used or represented to fulfill DBE contract obligations during the contract performance period. Written consent from the Department for terminating the performance of any DBE shall be granted only when the Contractor can demonstrate that the DBE is unable, unwilling, or ineligible to perform its obligations for which the Contractor sought credit toward the contract DBE goal. Such written consent by the Department to terminate any DBE shall concurrently constitute written consent to substitute or replace the terminated DBE with another DBE. Consent to terminate a DBE shall not be based on the Contractor's ability to negotiate a more advantageous contract with another subcontractor whether that subcontractor is, or is not, a certified DBE.

1. All Contractor requests to terminate, substitute, or replace a certified DBE shall be in writing, and shall include the following information:
  - (a) The date the Contractor determined the DBE to be unwilling, unable, or ineligible to perform.
  - (b) The projected date that the Contractor shall require a substitution or replacement DBE to commence work if consent is granted to the request.
  - (c) A brief statement of facts describing and citing specific actions or inaction by the DBE giving rise to the Contractor's assertion that the DBE is unwilling, unable, or ineligible to perform;
  - (d) A brief statement of the affected DBE's capacity and ability to perform the work as determined by the Contractor;
  - (e) A brief statement of facts regarding actions taken by the Contractor which are believed to constitute good faith efforts toward enabling the DBE to perform;
  - (f) The current percentage of work completed on each bid item by the DBE;
  - (g) The total dollar amount currently paid per bid item for work performed by the DBE;
  - (h) The total dollar amount per bid item remaining to be paid to the DBE for work completed, but for which the DBE has not received payment, and with which the Contractor has no dispute;
  - (i) The total dollar amount per bid item remaining to be paid to the DBE for work completed, but for which the DBE has not received payment, and over which the Contractor and/or the DBE have a dispute.
2. Contractor's Written Notice to DBE of Pending Request to Terminate and Substitute with another DBE.

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The Contractor shall send a copy of the "request to terminate and substitute" letter to the affected committed DBE firm, in conjunction with submitting the request to the DCRO. The affected DBE firm may submit a response letter to the Department within two (2) business days of receiving the notice to terminate from the Contractor. The affected DBE firm shall explain its position concerning performance on the committed work. The Department will consider both the Contractor's request and the DBE's response and explanation before approving the Contractor's termination and substitution request, or determining if any action should be taken against the Contractor.

If, after making its best efforts to deliver a copy of the "request to terminate and substitute" letter, the Contractor is unsuccessful in notifying the affected DBE firm, the Department will verify that the affected, committed DBE firm is unable or unwilling to continue the contract. The Department will immediately approve the Contractor's request for a substitution.

### 3. Proposed Substitution of Another Certified DBE

Upon termination of a DBE, the Contractor shall use reasonable good faith efforts to replace the terminated DBE. The termination of such DBE shall not relieve the Contractor of its obligations pursuant to this section, and the unpaid portion of the terminated DBE's contract will not be counted toward the contract goal.

When a DBE substitution is necessary, the Contractor shall submit an amended Form C-111 with the name of another DBE firm, the proposed work to be performed by that firm, and the dollar amount of the work to replace the unfulfilled portion of the work of the originally committed DBE firm. The Contractor shall furnish all pertinent information including the contract I.D. number, project number, bid item, item description, bid unit and bid quantity, unit price, and total price. In addition, the Contractor shall submit documentation for the requested substitute DBE as described in this section of this Special Provision.

Should the Contractor be unable to commit the remaining required dollar value to the substitute DBE, the Contractor shall provide written evidence of good faith efforts made to obtain the substitute value requirement. The Department will review the quality, thoroughness, and intensity of those efforts. Efforts that are viewed by VDOT as merely superficial or pro-forma will not be considered good faith efforts to meet the contract goal for DBE participation. The Contractor must document the steps taken that demonstrated its good faith efforts to obtain participation as set forth in the **Good Faith Efforts Described** section of this Special Provision.

### **Factors Used to determine if a DBE Trucking Firm is performing a CUF:**

The following factors will be used to determine whether a DBE trucking company is performing a CUF:

1. To perform a CUF the DBE trucking firm shall be completely responsible for the management and supervision of the entire trucking operation for which the DBE is responsible by subcontract on a particular contract. There shall not be a contrived arrangement, including, but not limited to, any arrangement that would not customarily and legally exist under regular construction project subcontracting practices for the purpose of meeting the DBE contract goal;
2. The DBE must own and operate at least one fully licensed, insured, and operational truck used in the performance of the contract work. This does not include a supervisor's

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pickup truck or a similar vehicle that is not suitable for and customarily used in hauling the necessary materials or supplies;

3. The DBE receives full contract goal credit for the total reasonable amount the DBE is paid for the transportation services provided on the contract using trucks the DBE owns, insures, and operates using drivers that the DBE employs and manages;
4. The DBE may lease trucks from another certified DBE firm, including from an owner-operator who is certified as a DBE. The DBE firm that leases trucks from another DBE will receive credit for the total fair market value actually paid for transportation services the lessee DBE firm provides on the contract;
5. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit for the total value of the transportation services provided by non-DBE lessees, *not to exceed the value of transportation services provided by DBE-owned trucks on the contract.* For additional participation by non-DBE lessees, the DBE will only receive credit for the fee or commission it receives as a result of the lease arrangement.

**EXAMPLE**

DBE Firm X uses two (2) of its own trucks on a contract. The firm leases two (2) trucks from DBE Firm Y and six (6) trucks from non-DBE Firm Z.

		<b>Value of Trans. Serv.</b>
		(For Illustrative Purposes Only)
<b><u>Firm X</u></b>		
Truck 1	Owned by DBE	\$100 per day
Truck 2	Owned by DBE	\$100 per day
<b><u>Firm Y</u></b>		
Truck 1	Leased from DBE	\$110 per day
Truck 2	Leased from DBE	\$110 per day
<b><u>Firm Z</u></b>		
Truck 1	Leased from Non DBE	\$125 per day
Truck 2	Leased from Non DBE	\$125 per day
Truck 3	Leased from Non DBE	\$125 per day
Truck 4	Leased from Non DBE	\$125 per day
Truck 5	Leased from Non DBE*	\$125 per day
Truck 6	Leased from Non DBE*	\$125 per day

DBE credit would be awarded for the total transportation services provided by DBE Firm X and DBE Firm Y, and may also be awarded for the total value of transportation services by four (4) of the six (6) trucks provided by non-DBE Firm Z (not to exceed the value of transportation services provided by DBE-owned trucks).

**Credit = 8 Trucks**  
**Total Value of Transportation Services = \$820**

In all, full DBE credit would be allowed for the participation of eight (8) trucks (twice the number of DBE trucks owned and leased) and the dollar

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value attributable to the Value of Transportation Services provided by the 8 trucks.

\* With respect to the other two trucks provided by non-DBE Firm Z, DBE credit could be awarded only for the fees or commissions pertaining to those trucks that DBE Firm X receives as a result of the lease with non-DBE Firm Z.

6. For purposes of this section, the lease must indicate that the DBE firm leasing the truck has exclusive use of and control over the truck. This will not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, provided the lease gives the DBE absolute priority for and control over the use of the leased truck. Leased trucks must display the name and identification number of the DBE firm that has leased the truck at all times during the life of the lease.

**Data Collection:** In accordance with 49CFR Section 26.11, all firms bidding on prime contracts and bidding or quoting subcontracts on federal-aid projects shall provide the following information to the Contract Engineer annually.

- Firm name
- Firm address
- Firm's status as a DBE or non-DBE
- The age of the firm and
- The annual gross receipts of the firm

The means of transmittal and the risk for timely receipt of this information shall be the responsibility of the bidder. However, the above information can be submitted by means of the Annual Gross Receipts Survey as required in the Prequalification/Certification application.

All bidders, including DBE prime Contractor bidders, shall complete and submit to the Contract Engineer the Subcontractor/Supplier Solicitation and Utilization Form C-48 for each bid submitted; to be received within ten (10) business days after the bid opening. Failure of bidders to submit this form in the time frame specified may be cause for disqualification of the bidder and rejection of their bid in accordance with the requirements of this Special Provision, the contract specifications, and VDOT Road and Bridge specifications.

#### **O. Suspect Evidence of Criminal Behavior**

Failure of a bidder, Contractor, or subcontractor to comply with the Virginia Department of Transportation Road and Bridge Specifications and these Special Provisions wherein there appears to be evidence of criminal conduct shall be referred to the Attorney General for the Commonwealth of Virginia and/or the FHWA Inspector General for criminal investigation and, if warranted, prosecution.

#### **Suspected DBE Fraud**

In appropriate cases, VDOT will bring to the attention of the U. S. Department of Transportation (USDOT) any appearance of false, fraudulent, or dishonest conduct in connection with the DBE program, so that USDOT can take the steps, e.g., referral to the Department of Justice for criminal prosecution, referral to the USDOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules provided in 49CFR Part 31.

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## **P. Summary of Remedies for Non-Compliance with DBE Program Requirements**

Failure of any bidder\Contractor to comply with the requirements of this Special Provision for Section 107.15 of the Virginia Road and Bridge Specifications, which is deemed to be a condition of bidding, or where a contract exists, is deemed to constitute a breach of contract shall be remedied in accordance with the following:

### **1. Disadvantaged Business Enterprise (DBE) Program Requirements**

The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award, administration, and performance of this contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which will result in the termination of this contract or other such remedy, as VDOT deems appropriate.

All administrative remedies noted in this provision are automatic unless the Contractor exercises the right of appeal within the required timeframe(s) specified herein.

### **2. DBE Program-Related Certifications Made by Bidders\Contractors**

Once awarded the contract, the Contractor shall comply fully with all regulatory and contractual requirements of the USDOT DBE Program, and that each certified DBE firm participating in the contract shall fully perform the designated work items with the DBE's own forces and equipment under the DBE's direct supervision, control, and management. Where a contract exists and where the Contractor, DBE firm, or any other firm retained by the Contractor has failed to comply with federal or VDOT DBE Program regulations and/or their requirements on that contract, VDOT has the authority and discretion to determine the extent to which the DBE contract requirements have not been met, and will assess against the Contractor any remedies available at law or provided in the contract in the event of such a contract breach.

### **3. Disqualification of Bidder**

Bidders may be disqualified from bidding for failure to comply with the requirements of this Special Provision, the contract specifications, and VDOT Road and Bridge Specifications.

### **4. Bidding Procedures**

The failure of a bidder to submit the required documentation within the timeframes specified in the **Contract Goal, Good Faith Efforts Specified** section of this Special Provision may be cause for rejection of that bidder's bid. If the lowest bidder is rejected for failure to submit required documentation in the specified time frames, the Department may either award the work to the next lowest bidder, or re-advertise and construct the work under contract or otherwise as determined by the Commonwealth.

In order to award a contract to a bidder that has failed to meet DBE contract goal requirements, VDOT will determine if the bidder's efforts were adequate good faith efforts, and if given all relevant circumstances, those efforts were to the extent a bidder actively and aggressively seeking to meet the requirements would make. Regardless of the DBE contract goal participation level proposed by the bidder or the extent of good faith efforts shown, all bidders shall timely and separately file their completed and executed Forms C-111, C-112, C-48, and Form C-49, as aforementioned, or face potential bid rejection. If a bidder does not submit it's completed and executed C-111, or C-112, when required by this Special Provision, the bidder's bid will be considered non-

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responsive and may be rejected. If, after reconsideration, the Department determines the bidder has failed to meet the requirements of the contract goal and has failed to make adequate good faith efforts to achieve the level of DBE participation as specified in the bid proposal, the bidder's bid will be rejected. If sufficient documented evidence is presented to demonstrate that the apparent low bidder made reasonable good faith efforts, the Department will award the contract and reduce the DBE requirement to the actual commitment identified by the lowest successful bidder at the time of its bid. The Contractor is encouraged to seek additional participation during the life of the contract.

If the Contractor fails to conform to the schedule of DBE participation as shown on the progress schedule, or at any point at which it is clearly evident that the remaining dollar value of allowable credit for performing work is insufficient to obtain the scheduled participation, the Contractor and any aforementioned affiliates may be enjoined from bidding for 60 days or until such time as conformance with the schedule of DBE participation is achieved. In such instances, the Contractor is expected to seek DBE participation towards meeting the goal during the prosecution of the contract.

If the Contractor fails upon completion of the project to meet the required participation, the Contractor and any prime contractual affiliates, as in the case of a joint venture, may be enjoined from bidding as a prime Contractor, or participating as a subcontractor on VDOT projects for a period of 90 days.

Prior to enjoinder from bidding or denial to participate as a subcontractor for failure to comply with participation requirements, as provided hereinbefore, the Contractor may submit documentation to the State Construction Engineer to substantiate that failure was due solely to quantitative underrun(s) or elimination of items subcontracted to DBEs, and that all feasible means have been used to obtain the required participation. The State Construction Engineer upon verification of such documentation shall make a determination whether or not the Contractor has met the requirements of the contract.

If it is determined that the aforementioned documentation is insufficient or the failure to meet required participation is due to other reasons, the Contractor may request an appearance before the Administrative Reconsideration Panel to establish that all feasible means were used to meet such participation requirements. The decision of the Administrative Reconsideration Panel shall be administratively final. The enjoinder period will begin upon the Contractor's failure to request a hearing within the designated time frame or upon the Administrative Reconsideration Panel's decision to enjoin, as applicable.

## **5. Verification of DBE Participation and Imposed Damages**

If the Contractor fails to comply with correctly completing and submitting any of the required documentation requested by this provision within the specified time frames, the Department will withhold payment of the monthly progress estimate until such time as the required submissions are received by VDOT. Where such failures to provide required submittals or documentation are repeated the Department will move to enjoin the Contractor and any prime contractual affiliates, as in the case of a joint venture, from bidding as a prime Contractor, or participating as a subcontractor on VDOT projects until such submissions are received.

In addition to the remedies described heretofore in this provision VDOT also exercises its rights with respect to the following remedies:

### **Suspect Evidence of Criminal Behavior**

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Failure of a bidder, Contractor, or subcontractor to comply with the Virginia Department of Transportation Road and Bridge Specifications and these Special Provisions wherein there appears to be evidence of criminal conduct shall be referred to the Attorney General for the Commonwealth of Virginia and/or the FHWA Inspector General for criminal investigation and, if warranted prosecution.

In appropriate cases, VDOT will bring to the attention of the U. S. Department of Transportation (USDOT) any appearance of false, fraudulent, or dishonest conduct in connection with the DBE program, so that USDOT can take the steps, e.g., referral to the Department of Justice for criminal prosecution, referral to the USDOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules provided in 49CFR Part 31.

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**GUIDELINES — PROJECTS REQUIRING RAILROAD INSURANCE.**

S107100-0708

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISIONS FOR  
**SECTION 107.19—RAILWAY - HIGHWAY PROVISIONS**

January 14, 2008

Rte. \_\_\_\_\_ Project \_\_\_\_\_

**SECTION 107.19—RAILWAY - HIGHWAY PROVISIONS** of the Specifications is amended as follows:

**Section 107.19—Railway - Highway Provision** is amended to include the following:

The Contractor shall notify the \_\_\_\_\_ of  
the \_\_\_\_\_ Railway Company,

\_\_\_\_\_ (City or Town) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip)

\_\_\_\_\_ at least \_\_\_\_\_ hours before starting any work on or over the Railway  
(Telephone No.) \_\_\_\_\_ (No.)

right-of-way. A vertical clearance above the highest rail of at least \_\_\_\_\_ feet  
and a horizontal clearance from the centerline of the track of at least \_\_\_\_\_ feet  
shall be maintained, unless otherwise authorized by the Railway Company. The approximate  
number and type of trains per day per track is a follows:

Track	_____	_____	_____	Track	_____	_____	_____
Track	_____	_____	_____	Track	_____	_____	_____
Track	_____	_____	_____	Track	_____	_____	_____

Upon starting work a slow order of \_\_\_\_\_ will be in effect.

The following Railway utilities are known to be on the Railway's right of way:

\_\_\_\_\_

The Contractor shall promptly notify the Railway's duly authorized representative as noted above of any loss, damage, injury or death arising out of or in connection with the project work performed on or over the Railway right-of-way.

**Section 107.19(a)—Flagger or Watchperson Services** is amended to include the following:

The Contractor shall coordinate all construction operations on or over railway right-of-way with the Railway Company and make all arrangements for necessary flagger and watchperson service. Any flaggers or watchpersons required by the Railway Company for the safety of railway operations, because of work being performed by the Contractor or incidental thereto, will be provided by the Railway Company. No work shall be undertaken on or over the Railway right-of-way until the watchpersons or flaggers are present at the project site.

Flagger or watchperson service will be required whenever work is accomplished within \_\_\_\_\_ feet of the railroad's track or whenever any machinery or heavy equipment encroaches within \_\_\_\_\_ feet of the track. Also, flagger or watchperson service will be required

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whenever construction activities endanger the railroad signal and communication facilities. The jacking or boring of pipes or utility lines under the track will also require flagger service.

Contractor shall provide flaggers with a heated shelter and suitable sanitation facility.

To procure or terminate flagger or watchperson services, the Contractor shall notify in writing,

Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone No. \_\_\_\_\_

On projects that will require these services for longer than a 30 day duration, it will require the posting of the position in accordance with union regulations. Consequently, it will require \_\_\_\_\_ days before a flagger can be assigned to the project. To terminate the service, it is necessary to allow \_\_\_\_\_ weeks from the receipt of such notification.

For flagger or watchperson services of less than \_\_\_\_\_ days duration, you must provide a \_\_\_\_\_ day advance notification. For termination of this service, allow \_\_\_\_\_ days from the receipt of the notification.

The Department has estimated that \_\_\_\_\_ hours of flagging service will be required for this project. If the Department is required to reimburse the Railway Company for cost of flagging service in excess of the cost associated with the established hours, the amount of excess will be deducted from monies due the Contractor.

**Sections 107.19 (c) 1. and 107.19 (c) 2.** are replaced by the following:

**Contractor's public liability and property damage insurance:** With respect to operations performed by the contractor, this insurance shall provide coverage with a combined single limit of not less than \_\_\_\_\_ each occurrence for bodily injury and/or property damage liability. This insurance shall include explosion, collapse, and underground hazard coverage. If the Contractor subcontracts any portion of the work, the Contractor shall also secure insurance protection in its own behalf under its Public Liability and Property Damage Insurance policies of cover any liability imposed on him by law for damages because of bodily injury and/or property damage liability as a result of work undertaken by the subcontractor(s). A certificate of insurance shall be provided to the railway company as evidence that the Contractor has in full force and effect the insurance coverage hereinbefore specified. Said certificate shall provide railway company with at least 30 days advance written notice of any material change in or cancellation of the required policies.

**Railroad protective liability insurance:** With respect to the operations the Contractor or any of its subcontractors perform, the Contractor must provide in the name of the railway company a policy providing coverage with a combined single limit of \_\_\_\_\_ each occurrence and \_\_\_\_\_ aggregate for bodily injury and property damage. This policy shall be written on the ISO/RIMA Form of Railroad Protective Insurance or its equivalent. The original of the policy shall be submitted to the Department for the railway company's approval and retention.

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**GUIDELINES — ALL PROJECTS WITH LAND DISTURBING ACTIVITIES AS DESCRIBED IN THIS SP. INCLUDE c107j12 ALONG WITH THIS SP.**

**S107J31-1215**

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**VPDES CONSTRUCTION ACTIVITIES**

October 26, 2015

**SECTION 106—CONTROL OF MATERIAL**

**Section 106.08—Storing Materials** of the Specifications is amended to replace the third paragraph with the following:

Chemicals, fuels, lubricants, bitumens, paints, raw sewage, and other potential pollutant-generating materials as determined by the Engineer or defined in the VPDES *General Permit For Discharge of Stormwater From Construction Activities* shall not be stored within any flood-prone area unless no other location is available. A flood-prone area is defined as the area adjacent to the main channel of a river, stream or other waterbody that is susceptible to being inundated by water during storm events and includes, but is not limited to, the floodplain, the flood fringe, wetlands, riparian buffers or other such areas adjacent to the main channel. If stored in a flood-prone area, the material shall be stored in one or more secondary containment structures with an impervious liner and be removed entirely from the flood-prone area at least 24 hours prior to an anticipated storm event that could potentially inundate the storage area. Any storage of these materials outside of a flood-prone area that is in proximity to natural or man-made drainage conveyances where the materials could potentially reach a river, stream, or other waterbody if a release or spill were to occur, must be stored in a bermed or diked area or inside a secondary containment structure capable of preventing a release. Any spills, leaks or releases of such materials shall be addressed in accordance with Section 107.16(b) and (e) of the Specifications. Accumulated rain water shall be pumped out of impoundment or containment areas into approved filtering devices. All proposed pollution prevention measures and practices must be identified by the Contractor in his Pollution Prevention Plan as required by the Specifications, other contract documents and/or the VDPES *General Permit for Discharge of Stormwater from Construction Activities*.

**SECTION 107—LEGAL RESPONSIBILITIES**

**Section 107.02—Permits, Certificates, and Licenses** of the Specifications is amended to replace (f) with the following:

- (f) **Virginia Department of Environmental Quality – VPDES General Permit For Discharge of Stormwater From Construction Activities (VPDES Construction Permit):** All construction activities undertaken by or for VDOT involving land disturbances equal to or exceeding one acre must be covered by the VPDES Construction Permit. According to IIM-LD-242 and Section 107.16 of the Specifications, VDOT is responsible for securing VPDES Construction Permit coverage for all applicable land disturbing activities performed on VDOT rights of way or easements, including off-site support facilities that are located on VDOT rights of way or easements that directly relate to the construction site activity. The Contractor shall be responsible for securing VPDES Construction Permit coverage for support facilities that are not located on VDOT rights of way or easements.

The Contractor shall be responsible for all costs to obtain VPDES Construction Permit coverage for all support facilities (both on-site and off-site) not included in the construction plans or contract

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documents for the project. The Department will not be responsible for any inconvenience, delay, or loss experienced by the Contractor as a result of his failure to gain access to any support facility areas at the time contemplated.

**Section 107.02—Permits, Certificates, and Licenses** of the Specifications is amended to replace last eleven paragraphs with the following:

The Contractor shall 1) stockpile excavated material in a manner that prevents reentry into the stream, 2) restore original streambed and streambank contours, 3) revegetate barren areas, and 4) implement strict erosion and sediment control measures throughout the project period.

The Contractor shall provide fill material that is clean and free of contaminants in toxic concentrations or amounts in accordance with all applicable laws and regulations. The Contractor shall comply with all applicable FEMA-approved state or local floodplain management requirements.

The Contractor shall adhere to any time-of-year restriction conditions as required by state and federal permitting agencies. No in-stream work shall be permitted during in-stream time-of-year restriction.

The Contractor shall prohibit wet or uncured concrete from entry into surface waters. The Contractor shall not dispose of excess or waste concrete in surface waters and prevent wash water from discharging into surface waters. The Contractor shall employ measures to prevent spills of fuels or lubricants into state waters. All pollution prevention measures and practices proposed by the Contractor shall be identified in the Contractor's Pollution Prevention Plan as required by the Specifications, other contract documents and/or the *VPDES General Permit For Discharge of Stormwater From Construction Activities*.

The Contractor shall not violate the water quality standards as a result of the construction activities. The Contractor shall not alter the physical, chemical, or biological properties of surface waters and wetlands or make them detrimental to the public health, to animal or aquatic life, to the uses of such waters for domestic or industrial consumption, for recreation, or for other uses.

The Contractor shall not proceed with work covered by a permit until the work is released in writing by the Engineer.

If the Department has not released work covered by a U.S. Army Corps of Engineers permit and the Contractor has completed all other work within the limits of the project, the Contractor shall so advise the Engineer in writing. Upon receipt of the notification, the Engineer will evaluate the status of the project and advise the Contractor within 45 days of the portion of the project that is acceptable under Section 108.09 of the Specifications. If the Engineer determines that all of the work except that encumbered by the permit application is acceptable under the requirements of Section 108.09 of the Specifications, the Contractor will be notified accordingly. The Department or the Contractor may then elect to continue or terminate the remaining portion of the Contract.

The party electing to terminate the Contract shall so advise the other party in writing after the 45-day period. The terms of contract termination will be in accordance with the requirements of Section 108.08 of the Specifications. No compensation will be made for delays encountered or for work not performed except for an extension of time as determined in accordance with the requirements of Section 108.04 of the Specifications.

The Contractor shall submit a request to the Engineer in writing if he wants to deviate from the plans or change his proposed method(s) regarding any proposed work located in waterways or wetlands. Such work may require additional environmental permits. If the Engineer determines that the activities are necessary for completion of the work, the Contractor shall furnish the Engineer all necessary information pertaining to the activity. The Contractor shall be responsible for designing and supplying all plans, sketches and notes necessary to acquire any permit modification required for changes in the proposed construction methods. Such information shall be furnished at least 180 days prior to the date the

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proposed changed activity is to begin. For other than the VPDES *General Permit For Discharge of Stormwater From Construction Activities*, the District Environmental Manager will apply for the necessary permits modifications to the permits obtained by the Department. The Contractor shall not begin the activity until directed to do so by the Engineer. Additional compensation will not be made for delay to the work or change in the Contractor's proposed methods that result from jurisdiction agency review or disapproval of Contractor's proposed methods.

If additional permits are required to perform dredging for flotation of construction equipment or for other permanent or temporary work as indicated in the Contractor's accepted plan of operation, but have not been obtained by the Department, the Contractor shall furnish the Engineer, at least 75 days prior to the proposed activity, all necessary information pertaining to the proposed activity in order for the Department to apply for the permits. The Contractor shall not begin the proposed activity until the additional permits have been secured and the Engineer has advised the Contractor that the proposed activity may proceed.

The Contractor shall permit representatives of state and federal environmental regulatory agencies to make inspections at any time in order to insure that the activity being performed under authority of the permit(s) is in accordance with the terms and conditions prescribed herein.

**Section 107.16(a) Erosion and Siltation** of the Specifications is replaced with the following:

- (a) **Erosion and Siltation:** The Contractor shall exercise every reasonable precaution, including temporary and permanent soil stabilization measures, throughout the duration of the project to control erosion and prevent siltation of adjacent lands, rivers, streams, wetlands, lakes, and impoundments. Soil stabilization and/or erosion control measures shall be applied to erodible soil or ground materials exposed by any activity associated with construction, including clearing, grubbing, and grading, but not limited to local or on-site sources of materials, stockpiles, disposal areas and haul roads.

The Contractor shall comply with the requirements of Sections 301.02 and 303.03 of the Specifications. Should the Contractor as a result of negligence or noncompliance, fail to provide soil stabilization in accordance with these specifications, the cost of temporary soil stabilization in accordance with the provisions of Section 303 of the Specifications shall be at the Contractor's expense. If the delay in stabilizing an exposed area of land is due to circumstances beyond the Contractor's control, the Department will be responsible for the expense.

Temporary measures shall be coordinated with the work to ensure effective and continuous erosion and sediment control. Permanent erosion control measures and drainage facilities shall be installed as the work progresses.

For projects that disturb 10,000 square feet or greater of land or 2,500 square feet or greater in Tidewater, Virginia, the Contractor shall have within the limits of the project during land disturbance activities, an employee certified by the Department in erosion and sediment control who shall inspect erosion and sediment control and pollution prevention practices, devices and measures for proper installation and operation and promptly report their findings to the Inspector. Failure on the part of the Contractor to maintain appropriate erosion and sediment control or pollution prevention devices in a functioning condition may result in the Engineer notifying the Contractor in writing of specific deficiencies. Deficiencies shall be corrected immediately or as otherwise directed by the Engineer. If the Contractor fails to correct or take appropriate actions to correct the specified deficiencies within 24 hours (or as otherwise directed) after receipt of such notification, the Department may do one or more of the following: require the Contractor to suspend work in other areas and concentrate efforts towards correcting the specified deficiencies, withhold payment of monthly progress estimates, or proceed to correct the specified deficiencies and deduct the entire cost of such work from monies due the Contractor. Failure on the part of the Contractor to maintain a Department certified erosion and sediment control employee within the project limits when land disturbance activities are being performed will result in the Engineer

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suspending work related to any land disturbance activity until such time as the Contractor is in compliance with this requirement.

**Section 107.16(b)1 Water** of the Specifications is replaced with the following:

1. **Water:** The Contractor shall exercise every reasonable precaution throughout the duration of the project to prevent pollution of rivers, streams, and impoundments. Pollutants such as, but not limited to, chemicals, fuels, lubricants, bitumens, raw sewage, paints, sedimentation, and other harmful material shall not be discharged into or alongside rivers, streams, or impoundments or into channels leading to them. The Contractor shall provide the Engineer a contingency plan for reporting and immediate actions to be taken in the event of a dump, discharge, or spill within eight hours after he has mobilized to the project site.

Construction discharge water shall be filtered to remove deleterious materials prior to discharge into state waters. Filtering shall be accomplished by the use of a standard dewatering basin or a dewatering bag or other measures approved by the Engineer. Dewatering bags shall conform to the requirements of Section 245 of the Specifications. During specified spawning seasons, discharges and construction activities in spawning areas of state waters shall be restricted so as not to disturb or inhibit aquatic species that are indigenous to the waters. Neither water nor other effluence shall be discharged onto wetlands or breeding or nesting areas of migratory waterfowl. When used extensively in wetlands, heavy equipment shall be placed on mats. Temporary construction fills and mats in wetlands and flood plains shall be constructed of approved nonerodible materials and shall be removed by the Contractor to natural ground when the Engineer so directs.

If the Contractor dumps, discharges, or spills any oil or chemical that reaches or has the potential to reach a waterway, he shall immediately notify all appropriate jurisdictional state and federal agencies in accordance with the requirements of Section 107.01 and 107.16(e) of the Specifications and the *VPDES General Permit For Discharge of Stormwater From Construction Activities* and shall take immediate actions to contain, remove, and properly dispose of the oil or chemical.

Solids, sludges or other pollutants removed in the course of the treatment or management of pollutants shall be disposed of in a manner that prevents any pollutant from such materials from entering surface waters in compliance with all applicable state and federal laws and regulations.

Excavation material shall be disposed of in approved areas above the mean high water mark shown on the plans in a manner that will prevent the return of solid or suspended materials to state waters. If the mark is not shown on the plans, the mean high water mark shall be considered the elevation of the top of stream banks.

Constructing new bridge(s) and dismantling and removing existing bridge(s) shall be accomplished in a manner that will prevent the dumping or discharge of construction or disposable materials into rivers, streams, or impoundments.

Construction operations in rivers, streams, or impoundments shall be restricted to those areas where identified on the plans and to those that must be entered for the construction of structures. Rivers, streams, and impoundments shall be cleared of falsework, piling, debris, or other obstructions placed therein or caused by construction operations. Stabilization of the streambed and banks shall occur immediately upon completion of work or if work is suspended for more than 14 days.

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The Contractor shall prevent stream constriction that would reduce stream flows below the minimum, as defined by the State Water Control Board, during construction operations.

If it is necessary to relocate an existing stream or drainage facility temporarily to facilitate construction, the Contractor shall design and provide temporary channels or culverts of adequate size to carry the normal flow of the stream or drainage facility. The Contractor shall submit a temporary relocation design to the Engineer for review and acceptance in sufficient time to allow for discussion and correction prior to beginning the work the design covers. Costs for the temporary relocation of the stream or drainage facility shall be included in the Contract price for the related pipe or box culvert, unless specifically provided for under another Pay Item. Stabilization of the streambed and banks shall occur immediately upon completion of, or during the work or if the work is suspended for more than 14 days.

Temporary bridges or other minimally invasive structures shall be used wherever the Contractor finds it necessary to cross a stream more than twice in a 6 month period, unless otherwise authorized by water quality permits issued by the U. S. Army Corps of Engineers, Virginia Marine Resources Commission or the Virginia Department of Environmental Quality for the Contract.

**Section 107.16(e) Storm Water Pollution Prevention Plan** of the Specifications is replaced with the following:

**(e) Storm Water Pollution Prevention Plan and VPDES General Permit for the Discharge of Stormwater from Construction Activities**

A Stormwater Pollution Prevention Plan (SWPPP) identifies potential sources of pollutants which may reasonably be expected to affect the stormwater discharges from the construction site and any on-site or off-site support facilities located on VDOT rights of way and easements. The SWPPP also describes and ensures implementation of practices which will be used to minimize or prevent pollutants in such discharges.

The SWPPP shall include, but not be limited to, the approved Erosion and Sediment Control (ESC) Plan, the approved Stormwater Management (SWM) Plan (if applicable), the approved Pollution Prevention Plan and all related Specifications and Standards and notes contained within all contract documents and shall be required for all land-disturbing activities that disturb 10,000 square feet or greater, or 2,500 square feet or greater in Tidewater, Virginia.

Land-disturbing activities that disturb one acre or greater require coverage under the Department of Environmental Quality's VPDES General Permit for the Discharge of Stormwater from Construction Activities (hereafter referred to as the VPDES Construction Permit). According to IIM-LD-242, VDOT will apply for and secure VPDES Construction Permit coverage for all applicable land disturbing activities on VDOT rights of way or easements for which it has contractual control, including off-site (outside the project limits) support facilities on VDOT rights of way or easements that directly relate to the construction activity.

The Contractor shall be responsible for securing VPDES Construction Permit coverage and complying with all permit conditions for all support facilities that are not located on VDOT rights of way or easements.

The required contents of a SWPPP for those land disturbance activities requiring coverage under the VPDES Construction Permit are found in Section II of the permit.

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While a SWPPP is an important component of the VPDES Construction Permit, it is only one of the many requirements that must be addressed in order to be in full compliance with the conditions of the permit.

The Contractor and all other persons that oversee or perform activities covered by the VPDES Construction Permit shall be responsible for reading, understanding, and complying with all of the terms, conditions and requirements of the permit and the project's SWPPP including, but not limited to, the following:

1. Project Implementation Responsibilities

The Contractor shall be responsible for the installation, maintenance, inspection, and, on a daily basis, ensuring the functionality of all erosion and sediment control measures and all other stormwater runoff control and pollution prevention measures identified within or referenced within the SWPPP, the construction plans, the specifications, all applicable permits, and all other contract documents.

The Contractor shall be solely responsible for the temporary erosion and sediment control protection and permanent stabilization of all borrow areas and soil disposal areas located outside of VDOT right of way or easement.

The Contractor shall prevent or minimize any stormwater or non-stormwater discharge that will have a reasonable likelihood of adversely affecting human health or public and/or private properties.

2. Certification Requirements

In addition to satisfying the personnel certification requirements contained in Section 107.16(a) of the Specifications, the Contractor shall certify his activities by completing, signing, and submitting Form C-45 VDOT SWPPP Contractor Certification Statement to the Engineer at least 7 days prior to commencing any project related land-disturbing activities, both within the project limits and any support facilities located on VDOT rights of way or easements outside the project limits.

3. SWPPP Requirements for Support Facilities

VDOT will secure VSMP Construction Permit coverage for support facilities located on VDOT rights of way or easements according to IIM-LD-242. The Contractor shall be responsible for securing separate VSMP Construction Permit coverage for support facilities that are not located on VDOT rights of way or easements.

Support facilities shall include, but not be limited to, borrow and disposal areas, construction and waste material storage areas, equipment and vehicle washing, maintenance, storage and fueling areas, storage areas for fertilizers, fuels or chemicals, concrete wash out areas, sanitary waste facilities and any other areas that may generate a stormwater or non-stormwater discharge directly related to the construction site.

The Contractor shall develop and enforce a Spill Prevention Control and Countermeasure (SPCC) Plan conforming to 40 CFR 112 if the aggregated volume of Oil stored within the project limits at any one time is greater than 1320 gallons. Oil, in this context, shall be defined according to 40 CFR 112. The aggregated volume includes that of both stationary and portable storage facilities but does not include individual storage containers with less than a 55 gallon capacity. The contractor shall include the SPCC Plan as a part of his Pollution Prevention Plan for the project.

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Support Facilities located on VDOT rights of way or easements:

- a. For those support facilities located within the project limits but not included in the construction plans for the project, the Contractor shall develop a SWPPP according to IIM-LD-246 which shall include, where applicable, an erosion and sediment control plan according to IIM-LD-11, a stormwater management plan according to IIM-LD-195 and a pollution prevention plan, according to these Specifications and the SWPPP General Information Sheet notes in the construction plans or other such contract documents. All plans developed shall be reviewed and approved by appropriate personnel certified through DEQ's ESC and SWM Certification program and shall be developed according to Section 105.10 of the Specifications and shall be submitted to the Engineer for review and approval. Once approved, the Engineer will notify the Contractor in writing that the plans are accepted as a component of the Project's SWPPP and VPDES Construction Permit coverage (where applicable) and shall be subject to all conditions and requirements of the VPDES Construction Permit and all other contract documents. No land disturbing activities can occur in the support area(s) until written notice to proceed is provided by the Engineer.
- b. For support facilities located outside the project limits and not included in the construction plans for the project, the Contractor shall develop a SWPPP according to IIM-LD-246 which shall include, where applicable, an erosion and sediment control plan according to IIM-LD-11, a stormwater management plan (where applicable) according to IIM-LD-195, a pollution prevention plan according to these specifications and the SWPPP General Information Sheet notes in the construction plans or other such contract documents and all necessary documents for obtaining VPDES Construction Permit coverage according to IIM-LD-242. All plans developed shall be reviewed and approved by appropriate personnel certified through DEQ's ESC and SWM Certification program and shall be developed according to Section 105.10 of the Specifications and shall be submitted to the Engineer for review and approval. Once approved by the Engineer, VDOT will secure VPDES Construction Permit coverage according to IIM-LD-242. After VDOT secures VPDES Construction Permit coverage for the support facility, the Engineer will notify the Contractor in writing. The support facility shall be subject to all conditions and requirements of the VPDES Construction Permit and all other contract documents. No land disturbing activities can occur in the support area(s) until written notice to proceed is provided by the Engineer.

4. Inspection Procedures

a. Inspection Requirements

The Contractor shall be responsible for conducting site inspections according to the requirements herein. Site inspections shall include erosion, sediment control, and pollution prevention practices and facilities; all areas of the site disturbed by construction activity; all on-site support facilities; and all off site support facilities within VDOT right of way or easement. The Contractor shall document such inspections by completion of Form C-107, Construction Runoff Control Inspection Form, according to the directions contained within the form. Inspections shall be conducted using one of the following schedules:

- Schedule 1 - At least once every 7 calendar days (equivalent to the once every five business days schedule in the VPDES *General Permit for*

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*Discharge of Stormwater from Construction Activities*) and within 48 hours following any measureable storm event. If a measureable storm event occurs when there are more than 48 hours between business days, the Contractor shall perform his inspection no later than the next business day. The Contractor shall install a rain gage at a central location on the project site for the purposes of determining the occurrence of a measureable storm event. Where the project is of such a length that one rain gage may not provide an accurate representation of the occurrence of a measurable storm event over the entire project site, the Contractor shall install as many rain gages as necessary to accurately reflect the amount of rainfall received over all portions of the project. The Contractor shall observe all rain gages no less than once each business day at the time prescribed in the SWPPP General Information Sheet notes in the construction plans or other contract documents to determine if a measureable storm event has occurred. The procedures for determining the occurrence of a measurable storm event are identified in the SWPPP General Information Sheet notes in the construction plans or other contract documents.

- Schedule 2 - At least each Monday and Thursday (equivalent to the once every four business days schedule in the VPDES *General Permit for Discharge of Stormwater from Construction Activities*). Where Monday or Thursday is a non-business day, the inspection may be performed on the next business day afterward. In no case shall the inspections be performed less than once every four business days.

The inspection schedule (1 or 2) is to be selected prior to the beginning of land disturbance. Once an inspection schedule is selected, it shall be defined in the appropriate note in the SWPPP General Information Sheets contained in the construction plan set and shall be used for the duration of the project.

A business day is defined as Monday through Friday excluding State holidays. A measurable storm event is defined as one producing 0.25 inches of rainfall or greater over a 24 hour time period.

For those areas of the site that have been temporarily stabilized or where land disturbing activities have been suspended due to continuous frozen ground conditions and stormwater discharges are unlikely, the inspection schedule may be reduced to once per month. If weather conditions (such as above freezing temperatures or rain or snow events) make stormwater discharges likely, the Contractor shall immediately resume the regular inspection schedule. Those definable areas where final stabilization has been achieved will not require further inspections provided such areas have been identified in the project's Stormwater Pollution Prevention Plan.

b. Corrective Actions

If a site inspection identifies an existing control measure that is not being maintained properly or operating effectively or an existing control measure that needs to be modified or locations where an additional control measure is necessary or any other deficiencies in the erosion and sediment control and pollution prevention plan, corrective action(s) shall be completed as soon as practical and prior to the next anticipated measurable storm event but no later than seven days after the date of the site inspection that identified the deficiency.

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## 5. Unauthorized Discharges and Reporting Requirements

The Contractor shall not discharge into state waters sewage, industrial wastes, other wastes or any noxious or deleterious substances nor shall he otherwise alter the physical, chemical, or biological properties of such waters that render such waters detrimental for or to domestic use, industrial consumption, recreational or other public uses.

### (1) Notification of non-compliant discharges

The Contractor shall immediately notify the Engineer upon the discovery of or the potential of any unauthorized, unusual, extraordinary, or non-compliant discharge from the land construction activity or any of support facilities located on VDOT right of way or easement. Where immediate notification is not possible, such notification shall be not later than 24 hours after said discovery.

### (2) Detailed report requirements for non-compliant discharges

The Contractor shall submit to the Engineer within 5 days of the discovery of any actual or potential non-compliant discharge a written report describing details of the discharge to include a description of the nature and location of the discharge, the cause of the discharge, the date of occurrence, the length of time that the discharge occurred, the volume of the discharge, the expected duration and total volume if the discharge is continuing, a description of any apparent or potential effects on private and/or public properties and state waters or endangerment to public health, and any steps planned or taken to reduce, eliminate and prevent a recurrence of the discharge. A completed Form C-107 shall be included in such reports.

## 6. Changes and Deficiencies

The Contractor shall report to the Engineer when any planned physical alterations or additions are made to the land disturbing activity or deficiencies in the project plans or contract documents are discovered that could significantly change the nature of or increase the potential for pollutants discharged from the land disturbing activity to surface waters and that have not previously been addressed in the SWPPP.

## 7. Amendments, Modifications, Revisions and Updates to the SWPPP

- a. The Contractor shall amend the SWPPP whenever site conditions, construction sequencing or scheduling necessitates revisions or modifications to the erosion and sediment control plan, the pollution prevention plan or any other component of the SWPPP for the land disturbing activity or onsite support facilities,
- b. The Contractor shall amend the SWPPP to identify any additional or modified erosion and sediment control and pollution prevention measures implemented to correct problems or deficiencies identified through any inspection or investigation process.
- c. The Contractor shall amend the SWPPP to identify any new or additional person(s) or contractor(s) not previously identified that will be responsible for implementing and maintaining erosion and sediment control and pollution prevention devices.
- d. The Contractor shall update the SWPPP to include:

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- (1) A record of dates when, major grading activities occur, construction activities temporarily or permanently cease on a portion of the site and stabilization measures are initiated.
  - (2) Documentation of replaced or modified erosion and sediment control and pollution prevention controls where periodic inspections or other information have indicated that the controls have been used inappropriately or incorrectly.
  - (3) Identification of areas where final stabilization has occurred and where no further SWPPP or inspection requirements apply.
  - (4) The date of any prohibited discharges, the discharge volume released, and what actions were taken to minimize the impact of the release.
  - (5) A description of any measures taken to prevent the reoccurrence of any prohibited discharge.
  - (6) A description of any measures taken to address any issues identified by the required erosion and sediment control and pollution prevention inspections.
- e. The Contractor shall update the SWPPP no later than seven days after the implementation and/or the approval of any amendments, modifications or revisions to the erosion and sediment control plan, the pollution prevention plan or any other component of the SWPPP.
  - f. Revisions or modifications to the SWPPP shall be approved by the Engineer and shall be documented by the Contractor on a designated plan set (Record Set) according to IIM-LD-246. All updates to the SWPPP shall be signed by the Contractor and the VDOT Responsible Land Disturber (RLD).
  - g. The record set of plans shall be maintained with other SWPPP documents on the project site or at a location convenient to the project site where no on site facilities are available.

## **SECTION 301—CLEARING AND GRUBBING**

**Section 301.02—Procedures** is amended to replace the second paragraph with the following:

The surface area of earth material exposed by grubbing, stripping topsoil, or excavation shall be limited to that necessary to perform the next operation within a given area. Grubbing of root mat and stumps shall be confined to that area of land which excavation or other land disturbance activities shall be performed by the Contractor within 14 days following grubbing.

## **SECTION 303—EARTHWORK**

**Section 303.03—Erosion and Siltation Control** is amended to replace the title with **Erosion and Siltation Control and Stormwater Pollution Prevention**.

**Section 303.03—Erosion and Siltation Control** is amended to replace the first three paragraphs with the following:

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Erosion, siltation and stormwater pollution shall be controlled through the use of the devices and methods specified herein, identified in other contract documents or as is otherwise necessary. The Engineer reserves the right to require other temporary measures not specifically described herein or in other contract documents to correct an erosion, siltation, or pollution condition.

Erosion and sediment control and pollution prevention devices and measures shall be maintained in a functional condition at all times. Temporary and permanent erosion and sediment control and pollution prevention measures shall be inspected and deficiencies corrected in accordance with the requirements of Section 107.16(e) of the Specifications. In addition, the Contractor shall make a daily review of the location of silt fences, filter barriers and other perimeter controls to ensure that they are properly located for maximum effectiveness. Where deficiencies are found, corrections shall be made in accordance with the requirements of Section 107.16(e) of the Specifications or as directed by the Engineer.

When erosion and sediment control devices function by using wet storage, sediments shall be removed when the wet storage volume has been reduced by 50 percent. Sediments shall be removed from dewatering basins when the excavated volume has been reduced by 50 percent. Sediments shall be removed from all other erosion and sediment control devices when capacity, height, or depth has been reduced by 50 percent. Removed sediment shall be disposed of in accordance with the requirements of Section 106.04 of the Specifications. Sediment deposits remaining in place after the device is no longer required shall be removed or dressed to conform to the existing grade. The site shall be prepared and seeded in accordance with the requirements of Section 603 of the Specifications.

**Section 303.03(b) Soil Stabilization** is replaced with the following:

(b) **Soil Stabilization:** Soil stabilization shall be initiated on any portion of the project where clearing, grading, excavation or other land disturbing activities have permanently ceased or where land disturbing activities have been temporarily suspended for an anticipated duration of greater than 14 days, or upon completion of grading operation for a specific area. Soil stabilization shall begin as soon as practicable but no later than the next business day (Monday through Friday excluding State holidays) following the day when land disturbing activities temporarily or permanently cease. Initiation of stabilization activities includes, but is not limited to 1) prepping the soil for vegetative or non-vegetative stabilization, 2) applying mulch or other non-vegetative product to exposed soil, 3) seeding or planting the exposed area 4) starting any of the above activities on a portion of the area to be stabilized but not on the entire area or 5) finalizing arrangements to have the stabilization product fully installed within the time frame for completing stabilization. Temporary or permanent soil stabilization shall be completed within 7 days after initiation. Areas excluded from this requirement include areas within 100 feet of the limits of ordinary high water or a delineated wetland which shall be continuously prosecuted until completed and stabilized immediately upon completion of the work in each impacted area. Soil stabilization includes: temporary and permanent seeding, riprap, aggregate, sod, mulching, and soil stabilization blankets and matting in conjunction with seeding. The applicable type of soil stabilization shall depend upon the location of areas requiring stabilization, time of year (season), weather conditions and stage of construction operations.

Cut and fill slopes shall be shaped and topsoiled where specified. Seed and mulch shall be applied in accordance with the requirements of Section 603 of the Specifications as the work progresses in the following sequence:

1. Slopes whose vertical height is 20 feet or greater shall be seeded in three equal increments of height. Slopes whose vertical height is more than 75 feet shall be seeded in 25-foot increments.

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2. Slopes whose vertical height is less than 20 but more than 5 feet shall be seeded in two equal increments.
3. Slopes whose vertical height is 5 feet or less may be seeded in one operation.

Areas that cannot be seeded because of seasonal or adverse weather conditions shall be mulched to provide some protection against erosion to the soil surface. Mulch shall be applied in accordance with the requirements of Section 603.03(e) of the Specifications and paid for in accordance with the requirements of Section 603.04 of the Specifications. Organic mulch shall be used, and the area then seeded as soon as weather or seasonal conditions permit in accordance with the requirements of Section 603.03 of the Specifications. Organic mulch includes: straw or hay, fiber mulch, wood cellulose, or wood chips conforming to the requirements of Section 244.02(g) of the Specifications.

**Section 303.03(f) Sediment Traps and Sediment Basins** is replaced with the following:

- (f) **Sediment Traps and Sediment Basins:** Once a sediment trap or basin is constructed, the earthen embankment and all outfall areas shall be stabilized immediately.

**Section 303.03—Erosion and Siltation Control** is amended to add the following:

- (h) **Temporary Diversion Dike:** This work shall consist of constructing temporary diversion dikes at the locations designated on the plans and in accordance with the plan details and the Specifications, stabilizing with seed and mulch, maintaining, removing when no longer required, and restoration of the area.

Temporary diversion dikes shall be installed as a first step in land-disturbing activities and shall be functional prior to downslope land disturbance. The dike shall be constructed to prevent failure in accordance with Section 303.04 of the Specifications. Seeding and mulch shall be applied to the dike in accordance with Section 603 of the Specifications immediately following its construction. The dikes should be located to minimize damages by construction operations and traffic.

The Contractor shall inspect the temporary diversion dikes after every storm and repairs made to the dike, flow channel, outlet, or sediment trapping facility, as necessary. Once every two weeks, whether a storm event has occurred or not, the measure shall be inspected and repairs made if needed. Damages to the dikes caused by construction traffic or other activity must be repaired before the end of the working day.

**Section 303.04(a)—Regular Excavation** is amended to replace the last paragraph with the following:

Stripping topsoil shall be confined to the area over which grading is to be actively prosecuted within 14 calendar days following the stripping operation. Grading operations shall be confined to the minimum area necessary to accommodate the Contractor's equipment and work force engaged in the earth moving work.

## **SECTION 603—SEEDING**

**Section 603.03(d) Applying Seed** is amended to replace the third paragraph with the following:

\*These SPECIFICATIONS REVISIONS are subject to change on short notice.

Where temporary seeding is employed as a means of soil stabilization it shall consist of applying seed, fertilizer, and mulch in accordance with the rates specified in the plans or in Section 603.03 of the Specifications to stabilize areas on which grading operations are anticipated to be suspended for durations greater than 14 days. Where temporary seeding is required or directed by the Engineer, the cost for removal of vegetation once grading operations resume shall be included in the price of seeding.

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**GUIDELINES — USAGE REQUIRES WRITTEN APPROVAL FROM THE DIRECTOR OF CONTRACTS.**

S107K00-0116

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**LOCAL AND VETERAN HIRING PROGRAM FOR DESIGN-BID-BUILD PROJECTS**

November 30, 2015

**LOCAL AND VETERAN HIRING PROGRAM REQUIREMENTS****I. General**

The purpose of the Local and Veteran Hiring Program is to support and grow the Commonwealth's commitment by means of a robust hiring and retention program for veterans and local workers. The program's success is dependent on the commitment of the Department and the Contractor to work cooperatively in meeting the objectives of the program. The Contractor shall utilize On-the-job training, apprenticeships or recruitment programs to actively solicit veterans and local workers with a goal to meet or exceed 75% of all new project hires to be either a local resident or a veteran. Hiring by subcontractors will count toward meeting the percentage goal. Veteran shall mean any person that meets the definition of "veteran" in either 38 USC §101 or 5 USC §2108. Local worker shall mean that the person resides in the following jurisdictions:

**Add jurisdictions to this SP**

New Hires for purposes of this provision are employees who work on the project to whom the employer anticipates paying earnings. New hires include employees reporting to work for the first time or re-hires (employees who return to work after being laid off, furloughed, separated, granted a leave without pay, or terminated from employment).

The Contractor shall physically include this same contract provision in every subcontract that it makes or executes.

**II. Local and Veteran Hiring Program Compliance Procedures**

The following procedures shall apply to the Contract for Local and Veteran Hiring Program compliance purposes:

1. **Administration:** The Contractor shall designate to the Department a liaison officer who is assigned the responsibility of administering and promoting an active and inclusive Local and Veteran Hiring Program. The Department shall also designate a representative (the District Civil Rights Manager or their designee) to coordinate with the Contractor's liaison officer to effectively and successfully support the program.
2. **Hiring:** The Contractor shall use standard hiring practices, including interviews, to consider all qualified applicants in the defined local geographic area to meet the established local and veteran hiring goal. Contractor shall make good faith efforts to fill all available positions with veteran and local applicants. Local Workforce Development Centers and the Virginia Employment Commission may be used for applicant referrals. The Contractor is encouraged to partner with local Workforce Development Centers for local applicants.

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3. **Local and Veteran Hiring Goal, Good Faith Efforts Specified:** Contractor shall provide evidence of progress made toward meeting the local and Veteran hiring goal established for the Contract and must submit to the Department, on a quarterly basis, information relative to the percentage of local or veteran workers performing work on the Project compared to the total project workforce.
4. **Good Faith Efforts Described:** The Department will determine if the Contractor has demonstrated adequate good faith efforts, and if given all relevant circumstances, those efforts were made actively and aggressively to meet the local and veteran hiring goal. Efforts to obtain local and veteran hiring goals are not good faith efforts if they could not reasonably be expected to produce a level of local worker's participation sufficient to meet Local and Veteran Hiring Program requirements and the local and Veteran hiring goal.

Good faith efforts may be determined by soliciting for vacant positions through reasonable and available means in the geographical area, such as but not limited to, advertising, written notices to local Workforce Development Centers and the Virginia Employment Commission.

### **III. Existing Local Workforce**

Existing local workforce participation on the Contract will count toward meeting the local and veteran hiring goal in accordance with the following criteria:

1. The applicable percentage of the total local workforce of the Contract or subcontracts awarded will be counted toward meeting the local and veteran hiring goal.
2. The Contractor may count toward the local and/or veteran hiring goal only the number of the Contractor's and subcontractor's workforce that resides in the geographical areas designated in Section I of this special provision.

### **IV. Quarterly Reports**

Each Contractor and subcontractor shall prepare quarterly reports detailing the current workforce and the employment of local and veteran workers. Reports shall be filed within thirty days after the completion of each quarter. The Contractor shall report compliance on Form C-66 in accordance with the instructions attached to the form, or an equivalent report in a format otherwise acceptable to the Department. At the completion of the project, the Contractor's liaison officer and the Department's representative shall schedule a one hour meeting to discuss how the goal was met, or look at impediments that did not allow for the goal to be met, with a focus on lessons learned that may be valuable for helping achieve goals on future projects.

### **V. Measurement and Payment**

There will be no separate bid item for this work.

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**GUIDELINES — THE CATEGORY OF PROGRESS SCHEDULE TO BE USED ON A PARTICULAR PROJECT IS DETERMINED BY THE PROJECT MANAGER (PM) FOR THAT PROJECT (SEE CD-2008-14). NOTE: ANY PROJECT-SPECIFIC SPs OR SPCNs RELATED TO PROGRESS SCHEDULES MUST BE REVIEWED AND APPROVED BY THE PROJECT PM AND STATE SCHEDULING ENGINEER. [Contact State Scheduling Engineer, Frank Gbinije (804) 786-2980, for clarification if project usage is unclear.] EXCEPTIONS: DO NOT USE ON EMERGENCY CONTRACT (See S100EE0 Emergency Contract Projects) OR ON-CALL PROJECTS.**

**S108A01-0808**

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**PROGRESS SCHEDULE FOR CATEGORY I PROJECTS**

April 28, 2008

**Section 103.06(e) Progress Schedule** of the Specifications is deleted and replaced by this provision.

**Section 108.03 Progress Schedule General Requirements** of the Specifications is deleted and replaced by this provision.

**I. GENERAL REQUIREMENTS**

The Contractor shall plan and schedule the work and shall submit his initial plan in the form of a Baseline Progress Schedule for the Engineer's review and acceptance. Upon acceptance, the Progress Schedule shall become the project Schedule of Record (SOR). The SOR shall be used by the Engineer for planning and coordination of the Department activities, and for evaluation of the Contractor's progress and the effects of time-related related impacts on the project.

Prior to preparing the schedule, the Engineer or the Contractor may request a schedule development planning meeting to discuss any project specific items required for preparation of the progress schedule. The Contractor shall prepare and submit a practicable schedule to reflect a logical progress of the work. The Progress Schedule shall represent the Contractor's overall work plan to accomplish the entire scope of work in accordance with the requirements of the Contract. It shall include all items of work required for coordination and inspection and to show progress of the work including, but not limited to the controlling items of work and other relevant time-based tasks required for timely completion of the work, including as applicable, the work to be performed by sub-contractors, suppliers, the Department, and/or others. When preparing the schedule, the Contractor shall consider all known constraints and restrictions such as holidays, seasonal, weather, traffic, utility, railroad, right-of-way, environmental, permits, or other limitations to the work.

The Contractor may be required, as determined by the Engineer, to attend a pre-construction scheduling conference. If required, the scheduling conference may be held in conjunction with the pre-construction conference or at a separate meeting called by the Engineer. The Contractor shall be prepared to discuss his planned or contemplated operations relative to the contract requirements and this special provision. Until the Baseline Progress Schedule is accepted by the Engineer, the Contractor shall keep the Engineer informed of his planned or contemplated operations on a continuing basis.

**II. PROGRESS SCHEDULE SUBMITTAL REQUIREMENTS**

**Baseline Progress Schedule** – The Contractor shall submit to the Engineer his initial progress schedule in the form of a Baseline Progress Schedule at least seven (7) calendar days prior to beginning work. The Baseline Progress Schedule shall include a written Progress Schedule

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Narrative and a Progress Earnings Schedule. Progress Earnings Schedules will not be required for projects with contract duration of sixty (60) calendar days or less. The Contractor shall submit three (3) sets of the written Progress Schedule Narrative and the Progress Earnings Schedule as defined herein:

1. Progress Schedule Narrative: The Progress Schedule Narrative shall consist of the following written information:
  - a) A description of the Contractor's overall plan of operations including the planned procedures and crew(s) required to complete each feature or major operation;
  - b) A Tabular Schedule to establish milestone(s) for completing each phase or stage of work, feature, major traffic switch, and other key milestone dates as specified in the Contract or required to assess progress of the work. The schedule shall also indicate the planned sequence and start/finish dates for each operation, maintenance of traffic (MOT) activities, and other relevant time-based tasks required to complete the work;
  - c) A discussion on the proposed working calendar to indicate the number of working days per week as well as the anticipated number of non-working days per month with considerations for known constraints or restrictions; (i.e. normal weather, traffic, holidays, time of year, utility, etc.);
  - d) A description of any potential issues that may impact the schedule.
2. Progress Earnings Schedule: The Progress Earnings Schedule shall be prepared on the Form C-13C. The Progress Earnings Schedule shall indicate the Contractor's anticipated cumulative percent complete for each month as of the Contractor's progress estimate date as defined in Section 109.08(a) of the Specifications. The anticipated cumulative percent complete shall be based on the anticipated cumulative progress earnings relative to the total contract value. Total contract value will be considered to mean the original amount of the contract including any authorized adjustments for changes to the work in accordance with, but not limited to, the provisions of Sections 109.04 and 109.05 of the Specifications. Anticipated payments for Material on Hand in accordance with Section 109.09 of the Specifications or for other adjustments including asphalt, fuel, retainage, liquidated damages, incentives, disincentives, etc., will not be considered in the Progress Earnings Schedule.

**Revised Progress Schedule** - A Revised Progress Schedule will be required when:

- The Contractor proposes to revise his work plan. (The Contractor may revise his Progress Schedule at any time at his discretion.)
- The Engineer determines the Contractor's work plan or the progress of the work differs or deviates significantly from the SOR. Differs or deviates significantly will be construed to mean major deviations from the SOR that will affect the schedule milestone(s), progress earnings, or project completion.
- The Engineer issues a written request for changes or a directive for changes
- Any of the above conditions impacts or will impact the progress earnings or scheduled dates of any project milestones including project completion

Examples of changes, relative to the above, that will prompt the Engineer to require a Revised Progress schedule include but are not limited to: major deviations from the SOR such as changes to phasing, changes to the general sequence, changes to the proposed method or means, additions or deletions to the work, unanticipated changes deemed beyond the Contractor's control such as those caused by other parties (utilities and railroads) or changes as defined in Section 104 of the Specifications.

\*These SPECIFICATIONS REVISIONS are subject to change on short notice.

When required by the Engineer, the Contractor shall submit the Revised Progress Schedule within ten (10) calendar days of receipt of the Engineer's written request. The Revised Progress Schedule shall be prepared and submitted in the form of a Baseline Progress Schedule; however, it shall reflect the actual progress of accomplished work, including actual dates for completed work or work in progress, any impact of a change, and the proposed plan for completing the remaining work. The Revised Progress Schedule submittal will be reviewed by the Engineer for acceptance as specified herein.

**Failure to Furnish Progress Schedules** – Work shall not commence until the Contractor submits his complete Baseline Progress Schedule in accordance with the requirements of this special provision, unless otherwise approved in writing by the Engineer.

Delays in work resulting from the Contractor's failure to provide the progress schedule will not be considered just cause for extension of the contract time limit or for additional compensation.

### III. REVIEW AND ACCEPTANCE

The Engineer will review all progress schedule submittals within seven (7) calendar days of receipt of the Contractor's complete submittal. The progress schedule submittal shall be considered complete only when all required submittal items and schedule information as defined herein are provided. Acceptance by the Engineer will be based on completeness and conformance with the requirements of this provision and the Contract. Such contract requirements may include phasing, sequence of construction, Maintenance of Traffic (MOT), interim milestone(s), or other specified constraints or restrictions.

If the Contractor's progress schedule is deemed to be unacceptable, the Engineer will issue a written notification of non-conformance or incompleteness with a request for resubmission. The Engineer's response will include comments describing the deficiencies prompting the Engineer's decision.

If the Contractor's progress schedule is deemed to be acceptable, the Engineer will issue a written notice of acceptance that may include comments or concerns on the schedule or a request for clarification. When the Engineer's responses include any comments, concerns, or requests for clarification, the Contractor shall respond accordingly within seven (7) calendar days of receipt of the Engineer's response. Failure on the part of the Contractor to respond to the Engineer may adversely affect the Engineer's ability to completely evaluate the Contractor's schedule.

Upon acceptance, the Progress Schedule will become the Schedule of Record (SOR) and will replace any previous SOR. For the purposes of this Special Provision the SOR is defined as the currently accepted progress schedule by which all schedule references will be made and progress will be compared. The SOR will be basis for evaluating the effects of any time-related changes or impacts on the work.

Review and acceptance by the Engineer will not constitute a waiver of any contract requirements and will in no way assign responsibilities of the work plan, scheduling assumptions, and validity of the schedule to the Department. Failure of the Contractor to include in the Progress Schedule any element of work required by contract for timely completion of the project shall not excuse the Contractor from completing the entire scope of work within the contract specified completion milestone(s).

### IV. MONITORING THE WORK AND ASSESSING PROGRESS

**Monitoring The Work** – The Engineer will monitor the work regularly to identify any deviations from the Contractor's scheduled performance relative to the SOR. The Engineer may request a meeting

\*These SPECIFICATIONS REVISIONS are subject to change on short notice.

with the Contractor to discuss the Contractor's current progress or to review the approximate date for starting each critical inspection stage during the following thirty (30) calendar days. At least once a week, the Contractor shall advise the Engineer of the approximate timing for anticipated critical stages for the subsequent week. The Engineer shall be advised at least twenty-four (24) hours in advance of any changes in the Contractor's planned operations or critical stage work requiring Department inspection.

**Progress Evaluation** – Progress will be evaluated by the Engineer at the time of the monthly progress estimate relative to the currently accepted Baseline or Revised Progress Schedule. The Contractor's actual progress may be considered unsatisfactory if any of the following conditions occurs:

1. The actual Total earnings to date percentage for work completed is more than ten (10) percentage points behind the cumulative earnings percentage for work scheduled; or
2. Any interim milestone is later than the scheduled milestone by fourteen (14) calendar days or the projected project completion date is later than the contract completion date by fourteen (14) calendar days or ten (10) percent of the contract duration, whichever is less.

**Progress Deficiency and Schedule Slippage** – When the Contractor's actual progress is trending toward unsatisfactory status, the Engineer will encourage the Contractor to meet to specifically and substantially discuss reversing this trend and the steps he is taking to recover satisfactory progress.

When the Contractor's actual progress is deemed to be unsatisfactory as defined by any of the conditions listed under **Progress Evaluation** of this provision, the Engineer will issue a written notice of unsatisfactory performance to advise the Contractor that five (5) percent retainage of the monthly progress estimate is being withheld and will continue to be withheld as described in Section 109.08(c) of the Specifications, for each month the Contractor's actual progress is determined to be unsatisfactory. When the Contractor fails to respond with good faith efforts as described herein to restore satisfactory progress, the Engineer may issue a notice to indicate that he will recommend to the State Contract Engineer or State Construction Engineer that the Contractor be temporarily disqualified from bidding on contracts with the Department as described in Section 102.08 of the Specifications, if progress remains unsatisfactory at the time of preparation of the next monthly progress estimate following the Engineer's notice. Prior to recommendation for removal from the list of pre-qualified bidders, the Engineer will allow the Contractor fourteen (14) calendar days from the date of the notice to respond. As an example of good faith efforts the Contractor may submit to the Engineer, a proposed recovery plan in the form of a Revised Progress Schedule and a written statement to describe the Contractor's proposed actions and timeframe to correct the progress deficiency or schedule slippage. The Contractor may also submit to the Engineer a written explanation and supporting documentation to establish that such delinquency was attributable to conditions beyond his control. Any schedule revisions resulting from a recovery plan will be reviewed in accordance with Section III, but shall not replace the current SOR.

When the Engineer determines the Contractor's progress is again satisfactory, the five (5) percent retainage previously withheld will be released to the Contractor in accordance with the provisions of Section 109.08 (c) of the Specifications.

If the Contractor is temporarily disqualified from bidding on contracts with the Department, the Contractor will not be reinstated until either the Engineer deems that his progress has improved to the extent that the work can be completed within the contract time limit or the project has received final acceptance in accordance with the provisions of Section 108.09 of the Specifications.

## V. MEASUREMENT AND PAYMENT

\*These SPECIFICATIONS REVISIONS are subject to change on short notice.

Category I progress schedule submittals including the baseline and any subsequent revisions requested by the Engineer as described herein, will not be measured or paid for separately. All associated costs to prepare, revise, and/or furnish the progress schedules for Category 1 projects in accordance with the requirements herein shall be considered incidental to the work.

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**GUIDELINES — THE CATEGORY OF PROGRESS SCHEDULE TO BE USED ON A PARTICULAR PROJECT IS DETERMINED BY THE PROJECT MANAGER (PM) FOR THAT PROJECT (SEE CD-2008-14). NOTE: ANY PROJECT-SPECIFIC SPs OR SPCNs RELATED TO PROGRESS SCHEDULES MUST BE REVIEWED AND APPROVED BY THE PROJECT PM AND STATE SCHEDULING ENGINEER. [Contact State Scheduling Engineer, Frank Gbinije (804) 786-2980, for clarification if project usage is unclear.] EXCEPTIONS: DO NOT USE ON EMERGENCY CONTRACT (See S100EE0 Emergency Contract Projects) OR ON-CALL PROJECTS.**

**S108B00-0808**

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**PROGRESS SCHEDULE FOR CATEGORY II PROJECTS**

April 29, 2008

**Section 103.06(e) Progress Schedule** of the Specifications is deleted and replaced by this provision.

**Section 108.03 Progress Schedule** of the Specifications is deleted and replaced by this provision.

## **I. GENERAL REQUIREMENTS**

The Contractor shall plan and schedule the work and shall submit his initial plan in the form of a Baseline Progress Schedule for the Engineer's review and acceptance. Upon acceptance, the Progress Schedule shall become the project Schedule of Record (SOR). The Contractor shall maintain the SOR regularly to ensure that the schedule continues to represent the Contractor's current actual work plan and progress. The SOR shall be used by the Engineer for planning and coordination of the Department activities, and for evaluation of the Contractor's progress and the effects of impacts on the project.

Prior to preparing the schedule, the Engineer or the Contractor may request a schedule development planning meeting to discuss any project specific items required for preparation of the progress schedule. The Contractor shall prepare and submit a practicable schedule to reflect a logical progress of the work. The Progress Schedule shall represent the Contractor's overall work plan to accomplish the entire scope of work in accordance with the requirements of the Contract. It shall include all items of work required for coordination and inspection and to show progress of the work including, but not limited to the controlling items of work and other relevant time-based tasks required for timely completion of the work, including as applicable, the work to be performed by sub-contractors, suppliers, the Department, and/or others. When preparing the schedule, the Contractor shall consider all known constraints and restrictions such as holidays, seasonal, weather, traffic, utility, railroad, right-of-way, environmental, permits, or other limitations to the work.

The Contractor may be required, as determined by the Engineer, to attend a scheduling conference. If required, the scheduling conference may be held in conjunction with the pre-construction conference or at a separate meeting called by the Engineer. The Contractor shall be prepared to discuss his planned or contemplated operations relative to the contract requirements and this special provision. Until the Baseline Progress Schedule is accepted by the Engineer, the Contractor shall keep the Engineer informed of his planned or contemplated operations on a continuing basis.

## **II. PROGRESS SCHEDULE SUBMITTAL REQUIREMENTS**

**Baseline Progress Schedule** – The Contractor shall submit to the Engineer his initial progress schedule in the form of a Baseline Progress Schedule at least seven (7) calendar days prior to beginning work. The Baseline Progress Schedule submittal shall include three (3) sets of the written Progress Schedule Narrative, Bar-Chart Progress Schedule, and the Progress Earnings Schedule; as

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well as two (2) sets of data compact disks containing the electronic working files of the Bar-Chart Progress Schedule and Progress Earnings Schedule as specified below:

1. Progress Schedule Narrative: The Progress Schedule Narrative shall consist of the following written information:
  - a) A description of the Contractor's overall plan of operations in terms of:
    - i) The proposed overall sequence of construction;
    - ii) The general procedures for completing each feature or major operation;
    - iii) Planned resources in terms of number and types of crew and equipment;
    - iv) Anticipated daily production rates for each major operation;
  - b) A Tabular Milestone Schedule to establish interim milestones to complete each phase or stage of work, feature, major traffic switch, or other milestone dates specified in the Contract or required to assess progress of the work;
  - c) A description of the proposed working calendar to indicate the number of work days per week, number of shifts per day, and number of hours per day as well as the anticipated number of non-working days per month with considerations for:
    - i) Holidays;
    - ii) Normal weather conditions;
    - iii) Known constraints and restrictions (i.e. traffic, local events, time of year, environmental, permits, utility, etc.);
  - d) A description of any potential issues that may impact the schedule.
2. Bar-Chart Progress Schedule: The Bar-Chart Progress Schedule shall be submitted in a format wholly compatible with Microsoft Excel or the latest Primavera project and program management software with the capability to import and export project data in the Primavera proprietary exchange format (XER). The Bar-Chart schedule shall be time-scaled and shall show the following:
  - a) A listing of activities to represent the major categories of work and the related time-based tasks required for timely completion of each feature, including but not limited to the controlling items of work. Each activity shall contain the following schedule properties:
    - i) Activity Identification;
    - ii) Activity Description;
    - iii) Original Duration (total anticipated number of days to complete the activity);
    - iv) Remaining Duration (remaining number of days required to complete the activity shall equal the original duration for activities that have not started);
    - v) Planned Start and Finish Dates;
    - vi) Critical Dates (must start by or finish by dates) for the critical activities;
    - vii) Percent Complete;
  - b) Activity bars shall be sequenced according to their relationship to time, other activities, and in order of the intended sequence of progress;
  - c) The Bar-Chart Schedule shall allow for sufficient space for an additional plot per activity for comparison of the actual progress to the baseline schedule.

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3. Progress Earnings Schedule: The Progress Earnings Schedule shall be submitted on the Department electronic Form C-13C template. The Progress Earnings Schedule shall be prepared in accordance with the following:
  - a) The Progress Earnings Schedule shall indicate the Contractor's anticipated cumulative percent complete for each month as of the Contractor's progress estimate date as defined in Section 109.08(a) of the Specifications;
  - b) It shall be based on the dollar value of the work to be completed each month as depicted on the Bar-Chart Schedule;
  - c) The anticipated cumulative percent complete shall be based on the anticipated cumulative progress earnings relative to the total contract value. Total contract value will be considered to mean the original amount of the contract including any authorized adjustments for changes to the work in accordance with, but not limited to, the provisions of Sections 109.04 and 109.05 of the Specifications;
  - d) Anticipated payments for Material on Hand in accordance with Section 109.09 of the Specifications or for other adjustments including asphalt, fuel, retainage, incentives, disincentives, etc., will not be considered in the Progress Earnings Schedule;
  - e) The Progress Earnings Schedule shall include a plot of the anticipated monthly cumulative earnings progress curve.

**Progress Schedule Update** – The Contractor shall on a monthly basis submit for the Engineer's review and acceptance the Contractor's Progress Schedule Update within five (5) working days after the Contractor's progress payment estimate cut-off date. The Contractor shall update the Bar-Chart and Progress Earnings Schedule to reflect the actual progress of accomplished work and the proposed plan for completing the remaining work as of the progress payment estimate cut-off date. The Progress Schedule Update submittal shall include three (3) sets of the printed copies and two (2) sets of data compact disks containing the electronic working files of the Bar-Chart Progress Schedule and Progress Earnings Schedule Update as defined below:

1. Bar-Chart Progress Schedule Update: The Bar-Chart Progress Schedule Update shall be based on the currently accepted Bar-Chart Progress Schedule and shall show the following:
  - a) Actual start/finish dates for completed activities, actual start/planned finish dates for on-going activities, and planned start/finish dates for the remaining activities.
  - b) Remaining duration for unfinished activities shall be based on the amount of time required to complete the remaining work;
  - c) Activity percent complete for work-in-place shall be based on the amount of work completed relative to the total amount of work represented by the activity (cumulative actual dollar value of work completed relative to the total allocated contract value for the activity);
  - d) A parallel plot of the Progress Schedule Update activity bars against the currently accepted Baseline Progress Schedule.
2. Progress Earnings Schedule Update: The Progress Earnings Schedule Update shall be based on the currently accepted Progress Earnings Schedule and shall show the following:
  - a) Actual monthly and cumulative earnings for each payment period for work completed and the projected monthly and cumulative earnings for each period for the remaining work;

\*These SPECIFICATIONS REVISIONS are subject to change on short notice.

- b) A plot of the actual and projected cumulative earnings progress curve against the currently accepted Baseline or Revised Progress Earnings curve.

**Revised Progress Schedule** - A Revised Progress Schedule will be required when:

- The Contractor proposes to revise his work plan. (The Contractor may revise his Progress Schedule at any time at his discretion.)
- The Engineer determines the **Contractor's work plan** or the progress of the work differs or deviates significantly from the SOR. Differs or deviates significantly will be construed to mean major deviations from the SOR that will affect the schedule milestone(s), progress earnings, or project completion.
- The Engineer issues a written request for changes or a directive for changes.
- Any of the above conditions impacts or will impact the progress earnings or scheduled dates of any project milestones including project completion.

Examples of changes, relative to the above, that will prompt the Engineer to require a Revised Progress schedule include but are not limited to: major deviations from the SOR such as changes to phasing, changes to the general sequence, changes to the proposed method or means, additions or deletions to the work, unanticipated changes deemed beyond the Contractor's control such as those caused by other parties (utilities and railroads) or changes as defined in Section 104 of the Specifications.

The Contractor shall submit a **Schedule Impact Analysis (SIA)** for all changes to the work that will impact the schedule, including changes requested by the Engineer or the Contractor. If the Engineer and the Contractor agree changes to the work do not or will not affect or impact the progress schedule, the Engineer will not require a written Schedule Impact Analysis (SIA) be submitted but will require the Contractor to certify in writing that such changes did not impact the schedule.

**Schedule Impact Analysis (SIA)** – The Contractor will be required, as determined by the Engineer to submit a written Schedule Impact Analysis for any of the following reasons:

1. The Contractor discovers any previously unknown or unanticipated issue that he believes may impact the work plan or schedule; in such cases the Contractor shall notify the Engineer within forty-eight (48) hours of any discovered issues;
2. When the Engineer issues a written request for changes to the work that will impact the work plan or schedule;
3. When the work is impacted by other changes that are deemed by the Engineer to be beyond the control of the Contractor

The written Schedule Impact Analysis (SIA) shall explain the effects of the impact(s) on the Contractor's work plan or schedule; and if appropriate shall substantiate any requests for adjustment of the Contract. Such changes may include, but not be limited to, changes caused by others (i.e. railroads, utilities, etc.) or changes to the work as defined in Section 104 of the Specifications. The Contractor shall submit the written SIA within fourteen (14) calendar days after the finish date of the impact. The written SIA shall include a description of the impact; explanation and justification of the effects of the impact on the work plan or schedule; and a description of any proposed plan to mitigate the effects of the impact. The SIA will be evaluated against the SOR for any adjustments to the Contract in accordance with the provisions of Section 108.04 of the Specifications.

If no SIA is required for changes to the work the Contractor shall submit a Revised Progress Schedule within the timeframe stated below.

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When a Revised Progress Schedule is required by the Engineer for revisions in the work plan or schedule or for authorized changes to the Contract, the Contractor shall submit for the Engineer's review and acceptance the Revised Progress Schedule within fourteen (14) calendar days of receipt of the Engineer's written request. The Revised Progress Schedule shall be prepared and submitted in the form of a Baseline Progress Schedule; however, it shall reflect the actual progress of accomplished work as of the submittal date, any impact as a result of the change(s), and the proposed plan for completing the remaining work. The Revised Progress Schedule submittal will be reviewed by the Engineer for acceptance as specified herein. The accepted Revised Progress Schedule shall then replace the previous SOR for the remainder of the work.

**Failure to Furnish Progress Schedules** – Work shall not commence until the Contractor submits his complete Baseline Progress Schedule in accordance with the requirements of this special provision, unless otherwise approved in writing by the Engineer.

If the Contractor fails to provide an acceptable Baseline Progress Schedule within sixty (60) calendar days from the Contract Notice to Proceed date, a Progress Schedule Update, or if a Revised Progress Schedule is required as specified herein and the Contractor fails to provide such a schedule, the Engineer will delay approval for payment of the Contractor's monthly progress estimate until such time as the Contractor has satisfied the submittal requirements.

Delays resulting from the Contractor's failure to provide the progress schedule in accordance with the requirements set forth herein will not be considered just cause for extension of the contract time limit or for additional compensation.

#### **IV. REVIEW AND ACCEPTANCE**

The Engineer will review all progress schedule submittals within seven (7) calendar days of receipt of the Contractor's complete submittal. The progress schedule submittal shall be considered complete only when all required submittal items and schedule information as defined herein are provided. Acceptance by the Engineer will be based on completeness and conformance with the requirements of this provision and the Contract. Such contract requirements may include phasing, sequence of construction, Maintenance of Traffic (MOT), interim milestone(s), or other specified constraints or restrictions.

If the Contractor's progress schedule is deemed to be unacceptable, the Engineer will issue a written notification of non-conformance or incompleteness with a request for resubmission. The Engineer's response will include comments describing the deficiencies prompting the Engineer's decision.

If the Contractor's progress schedule is deemed to be acceptable, the Engineer will issue a written notice of acceptance that may include comments or concerns on the schedule or a request for clarification. When the Engineer's responses include any comments, concerns, or requests for clarification, the Contractor shall respond accordingly within seven (7) calendar days of receipt of the Engineer's response. Failure on the part of the Contractor to respond to the Engineer may adversely affect the Engineer's ability to completely evaluate the Contractor's schedule.

Upon acceptance, the Baseline or Revised Progress Schedule will become the Schedule of Record (SOR) and will replace any previous SOR. For the purposes of this Special Provision the SOR is defined as the currently accepted progress schedule by which all schedule references will be made and progress will be compared. The currently accepted Progress Schedule Update will not replace the SOR, but will be used as the contemporaneous schedule with which to assess current progress, and to evaluate the effects of any time-related changes or impacts on the work.

Review and acceptance by the Engineer will not constitute a waiver of any contract requirements and will in no way assign responsibilities of the work plan, scheduling assumptions, and validity of the

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schedule to the Department. Failure of the Contractor to include in the Progress Schedule any element of work required by the Contract for timely completion of the project will not excuse the Contractor from completing the entire scope of work within the Contract specified completion milestone(s).

#### **IV. MONITORING THE WORK AND ASSESSING PROGRESS**

**Monitoring The Work** – The Engineer will monitor the work regularly to identify any deviations from the Contractor's scheduled performance relative to the SOR. The Engineer may request a meeting with the Contractor to discuss the Contractor's current progress or to review the approximate date for starting each critical inspection stage during the following thirty (30) days. At least once a week, the Contractor shall advise the Engineer of the approximate timing for anticipated critical stages for the subsequent week. The Contractor must advise the Engineer at least twenty-four (24) hours in advance of any changes in the Contractor's planned operations or critical stage work requiring Department inspection.

**Progress Evaluation** – Progress will be evaluated by the Engineer at the time of the monthly progress estimate relative to the Schedule of Record (SOR). The Contractor's actual progress may be considered unsatisfactory if any of the following conditions occurs:

1. The actual Total earnings to date percentage for work completed is more than ten (10) percentage points behind the cumulative earnings percentage for work scheduled; or
2. Any interim milestone or critical activity completion date is later than the scheduled completion date by more than twenty-one (21) calendar days or ten (10) percent of the contract duration, whichever is less; or
3. The projected project completion date is later than the contract completion date by twenty-one (21) calendar days or ten (10) percent of the contract duration, whichever is less.

**Progress Deficiency and Schedule Slippage** – When the Contractor's actual progress is trending toward unsatisfactory status, the Engineer will encourage the Contractor to meet to specifically and substantially discuss reversing this trend and the steps he is taking to recover satisfactory progress.

When the Contractor's actual progress is deemed to be unsatisfactory as defined by any of the conditions listed under **Progress Evaluation** of this provision, the Engineer will issue a written notice of unsatisfactory performance to advise the Contractor that five (5) percent retainage of the monthly progress estimate is being withheld and will continue to be withheld as described in Section 109.08(c) of the Specifications, for each month the Contractor's actual progress is determined to be unsatisfactory. When the Contractor fails to respond with good faith efforts as described herein to restore satisfactory progress, the Engineer will issue a notice to indicate that he may recommend the Contractor be temporarily disqualified from bidding on contracts with the Department as described in Section 102.08 of the Specifications, if progress remains unsatisfactory at the time of preparation of the next monthly progress estimate following the Engineer's notice. Prior to recommendation for removal from the list of pre-qualified bidders, the Engineer will allow the Contractor fourteen (14) calendar days from the date of the notice to respond. As an example of good faith efforts, the Contractor may submit to the Engineer, a proposed recovery plan in the form of a Revised Progress Schedule and a written statement to describe the Contractor's proposed actions and timeframe to correct the progress deficiency or schedule slippage. The Contractor may also submit to the Engineer a written explanation and supporting documentation to establish that such delinquency was attributable to conditions beyond his control. Any schedule revisions resulting from a recovery plan will be reviewed in accordance with Section III, but shall not replace the current SOR.

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When the Engineer determines the Contractor's progress is again satisfactory the five (5) percent retainage previously withheld will be released to the Contractor in accordance with the provisions of Section 109.08(c) of the Specifications.

If the Contractor is temporarily disqualified from bidding on contracts with the Department, the Contractor will not be reinstated until either the Engineer deems that his progress has improved to the extent that the work can be completed within the contract time limit or the project has received final acceptance in accordance with the provisions of Section 108.09 of the Specifications.

## **V. MEASUREMENT AND PAYMENT**

Category II progress schedule submittals including the baseline and any subsequent revisions requested by the Engineer as described herein, will not be measured or paid for separately. All associated costs to prepare, update, revise, and/or furnish the progress schedules for Category II projects in accordance with the requirements herein shall be considered incidental to the work.

\*These SPECIFICATIONS REVISIONS are subject to change on short notice.

**GUIDELINES — THE CATEGORY OF PROGRESS SCHEDULE TO BE USED ON A PARTICULAR PROJECT IS DETERMINED BY THE PROJECT MANAGER (PM) FOR THAT PROJECT (SEE CD-2008-14). NOTE: ANY PROJECT-SPECIFIC SPs OR SPCNs RELATED TO PROGRESS SCHEDULES MUST BE REVIEWED AND APPROVED BY THE PROJECT PM AND STATE SCHEDULING ENGINEER. [Contact State Scheduling Engineer, Frank Gbinije (804) 786-2980, for clarification if project usage is unclear.] EXCEPTIONS: DO NOT USE ON EMERGENCY CONTRACT (See S100EE0 Emergency Contract Projects) OR ON-CALL PROJECTS.**

**S108C00-0911**

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**CPM PROGRESS SCHEDULE FOR CATEGORY III PROJECTS**

March 1, 2011

**Section 103.06(e) Progress Schedule** of the Specifications is deleted and replaced by this provision.

**Section 108.03 Progress Schedule** of the Specifications is deleted and replaced by this provision.

For definitions of scheduling terms not defined herein, and guidelines on preparing and maintaining the Progress Schedule, refer to the *VDOT Post-Award Scheduling Guide*.

**I. GENERAL REQUIREMENTS**

This work shall consist of generating and maintaining a project Progress Schedule to aid the Contractor and the Department in planning and executing the Work. The Progress Schedule shall be used by the Contractor, the Department, and all involved parties to plan and schedule all work required to complete the project. The Progress Schedule shall also be used by the Department to monitor progress of the individual activities required to complete the project; as well as to assess the overall progress of the Work and to evaluate the effects of time-related changes on the project. The Progress Schedule shall consist of a Critical Path Method (CPM) Progress Schedule, Progress Schedule Narrative, and Progress Earnings Schedule submitted in accordance with the requirements of this provision.

The Contractor shall prepare and submit, for the Engineer's review and acceptance, a Progress Schedule to communicate the Contractor's intentions and proposed plan to accomplish the Work in accordance with the requirements of the Contract. The Progress Schedule shall depict the sequence in which the Contractor proposes to perform the Work and the dates on which the Contractor contemplates starting and completing all schedule activities required to complete the project. The Contractor shall maintain the Progress Schedule, at a minimum, monthly to ensure that it continues to represent the current status of the project and the Contractor's current work plan to complete the project.

The Contractor shall attend a Scheduling Conference with the Engineer no later than seven (7) calendar days prior to beginning the Work, with the exception of project start-up activities such as submittals, mobilization, surveying, construction access and signage, erosion and sedimentation controls, etc., as approved by the Engineer. The Scheduling Conference will be held to discuss the Contractor's overall plan to complete the Work and the detail work plan for the first ninety (90) calendar days of Work. The Scheduling Conference may be held in conjunction with the Pre-Construction Conference or at a separate meeting as mutually agreed to by the Contractor and the Engineer. The Contractor shall discuss his/her overall plan of operations concerning the Maintenance of Traffic (MOT)/Sequence of Construction or any proposed deviations from the phasing, staging, or sequence of construction as indicated on the Contract plans or as approved by the Engineer. During the Scheduling Conference key issues and project specific requirements

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necessary for the development of the Baseline Progress Schedule shall also be discussed. Such key issues shall include as applicable, but are not limited to key submittals, permits, construction access, right of way, environmental, utility, traffic or local events identified in the Contract Documents that may impact traffic; as well as other limitations to the Work or any known constraints or foreseeable issues that may impact the schedule. Such project specific requirements shall include as applicable, but are not limited to scheduling, phasing, sequencing, milestone(s), work to be performed by the Department or other previously identified involved parties; or any known or likely constructability issues relative to the Contract plans and specifications.

## II. OVERVIEW OF THE VARIOUS REQUIRED PROGRESS SCHEDULE SUBMISSIONS

**A. Preliminary Progress Schedule** – At least two (2) business days prior to the Scheduling Conference, or as approved by the Engineer, the Contractor shall submit to the Engineer for review and acceptance a Preliminary Progress Schedule. At the Contractor's discretion, a complete detailed Baseline Progress Schedule for the entire project may be submitted in lieu of the Preliminary Progress Schedule. The Preliminary Progress Schedule submission shall consist of the following:

1. Preliminary Progress Schedule: The Preliminary Progress Schedule shall depict, at a detailed level, the Contractor's proposed sequence and start/finish dates for all activities scheduled for the first ninety (90) calendar days of work. It shall also include, as applicable, any milestones or work to be performed by sub-contractors, the Department, or third parties during the first ninety (90) calendar days of work. The Preliminary Progress Schedule shall also depict at a summary level the proposed overall sequence and timing of the remaining Work. The Preliminary Progress Schedule shall be prepared in accordance with Section IV (A), with the exception of cost-loading.
2. Preliminary Progress Schedule Narrative: The Preliminary Progress Schedule Narrative shall describe the Contractor's detailed work plan for the first ninety (90) calendar days of work. The Preliminary Progress Schedule Narrative shall be prepared in accordance with Section IV (B).

Until the Baseline Progress Schedule is accepted by the Engineer, the Contractor shall submit an update of the Preliminary Progress Schedule monthly, within five (5) working days after the current data date or as approved by the Engineer. The updated Preliminary Progress Schedule shall show the actual progress of work completed to date and the current detailed schedule for accomplishing the work planned for the following ninety (90) calendar days of Work, as of the data date. It shall also show the summary level activities required to complete the remainder of the Work.

**B. Baseline Progress Schedule** – Within thirty (30) calendar days after the Notice to Proceed (NTP) date or as approved by the Engineer, the Contractor shall submit in its entirety, his/her Baseline Progress Schedule, to the Engineer for review and acceptance. The Baseline Progress Schedule submittal shall consist of the following:

1. Baseline Progress Schedule: The Baseline Progress Schedule shall represent the Contractor's initial detailed plan to accomplish the entire scope of Work in accordance with the Contract. The Baseline Progress Schedule shall be prepared based on the Critical Path Method (CPM) and shall depict in a time-scaled bar-chart plot, the sequence in which the Contractor proposes to perform the Work, the project critical path, and the dates on which the Contractor contemplates starting and completing the individual schedule activities required

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to complete the project. The Baseline Progress Schedule shall also depict the current status of the project and the Contractor's current plan to complete the remaining work, as of the Baseline Progress Schedule submittal date.

The Baseline Progress Schedule shall reflect a practicable work plan and logical progress of the Work as indicated in the Contract Documents or as approved by the Engineer. When preparing the schedule, the Contractor shall consider as applicable, all known or specified constraints or restrictions such as: holidays, seasonal, normal weather, traffic or previously identified local events that may impact traffic, utility, railroad, right-of-way, environmental, permits, or other limitations to the Work that will impact the schedule. The Baseline Progress Schedule shall be prepared in accordance with Section IV (A).

2. Baseline Progress Schedule Narrative: The Baseline Progress Schedule Narrative shall describe the Contractor's proposed overall work plan to complete the entire project as reflected on the Baseline Progress Schedule. The Baseline Progress Schedule Narrative shall be prepared in accordance with Section IV (B).
3. Baseline Progress Earnings Schedule: The Baseline Progress Earnings Schedule shall indicate the Contractor's anticipated cumulative progress each month as of the Contractor's progress estimate date as defined in Section 109.08(a) of the Specifications. The anticipated cumulative progress shall be expressed as "Percent Complete" based on the anticipated total earnings to date relative to the Total Contract Value. The Baseline Progress Earnings Schedule shall reflect the anticipated progress of the Work as shown on the Baseline Progress Schedule and shall be prepared on the VDOT Form C-13C in accordance with the VDOT Post-Award Scheduling Guide. At the Contractor's discretion, the Progress Schedule may be cost-loaded, in which case, the Progress Earnings Schedule shall then be prepared and submitted using the VDOT Form C-13CPM.

The Baseline Progress Schedule will be reviewed by the Engineer for acceptance in accordance with Section VII. Upon acceptance by the Engineer, the Baseline Progress Schedule shall replace the Preliminary Progress Schedule. The accepted Baseline Progress Schedule shall henceforth become the project Schedule of Record (SOR). The SOR shall be defined as the currently accepted Baseline Progress Schedule. Until a subsequent Revised Progress Schedule is submitted and accepted, the accepted Baseline Progress Schedule shall remain the SOR against which all subsequent Progress Schedule Updates and progress will be compared. The SOR shall be used by the Engineer to assess the Contractor's schedule-based performance on the project.

**C. Progress Schedule Update** – The Contractor shall on a monthly basis submit for the Engineer's review and acceptance the Contractor's Progress Schedule Update within five (5) business days after the Contractor's progress estimate date or as approved by the Engineer. The Progress Schedule Update shall consist of the following:

1. Progress Schedule Update: The Progress Schedule Update shall depict the current status of the Work and the Contractor's current plan to complete the remaining work as of the data date. The Progress Schedule Update shall be prepared in accordance with Section IV (A).
2. Progress Schedule Update Narrative: The Progress Schedule Update Narrative shall describe the work performed since the previous update and the Contractor's current plan for accomplishing the remaining work. It shall also describe any

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progress deficiencies, schedule slippages, or time-related issues encountered; as well as any actions taken or proposed to avoid or mitigate the effects of the progress deficiencies, schedule slippages, or time-related issues. The Progress Schedule Update Narrative shall be prepared in accordance with Section IV (B).

3. Progress Earnings Schedule Update: The Progress Earnings Schedule Update shall depict the current status of the project by percent complete based on the actual total earnings to date relative to the Total Contract Value. The Progress Earnings Schedule Update shall show the actual monthly and cumulative earnings to date as reflected on the Contractor's payment estimate, any variance in percent complete relative to the SOR, and the projected earnings for the remaining payment periods. The Progress Earnings Schedule Update shall be prepared on the VDOT Form C-13C or as specified herein and in accordance with the VDOT Post-Award Scheduling Guide.

The Progress Schedule Update will be reviewed by the Engineer for acceptance in accordance with Section VII. Upon acceptance by the Engineer, the Progress Schedule Update shall replace any previous Progress Schedule Updates as the current update of the SOR; however, it shall not replace the SOR. The currently accepted Progress Schedule Update shall henceforth become the contemporaneous schedule with which to report the current status of the project, plan the remaining Work, and evaluate the effects of any time-related changes or delays on the remaining Work.

- D. Revised Progress Schedule** – When the current Progress Schedule or work plan deviates significantly from the SOR, the Contractor shall submit to the Engineer for review and acceptance a Revised Progress Schedule to represent the Contractor's revised plan to complete the remaining work. Deviate significantly will be construed to mean deviations from the SOR resulting from schedule impacts or major changes in the Progress Schedule that alter the project critical path, Contract interim milestone(s), or project completion; or causes a major shift in the Progress Earnings Schedule. A Revised Progress Schedule will be required when:

1. The Engineer approves a Schedule Impact Analysis (SIA) for authorized or unanticipated changes in the Work or conditions that significantly impacts the Progress Schedule, as determined by the Engineer.
2. The Contractor proposes a different approach to his/her work plan that significantly impacts the Progress Schedule or the Engineer determines that the current Progress Schedule Update or Contractor's current work plan deviates significantly from the SOR. Such deviations may include, but are not limited to major changes in the Contractor's proposed phasing, general sequence, resource plan, means and methods, or durations. The Contractor may revise his/her Progress Schedule at any time, at his/her discretion; however, the Engineer will only consider accepting a Revised Progress Schedule submission for major changes that deviate significantly from the SOR.
3. The Engineer determines that progress of the Work is trending towards unsatisfactory, in accordance with Section VIII (C), and in the opinion of the Engineer, it is apparent that the progress deficiency will not result in an extension of the completion date of the project beyond the Contract time limit and a Recovery Plan is not required to correct the progress deficiency. In such cases, the Engineer will request a meeting with the Contractor to discuss the progress deficiency to determine the appropriate corrective action required.

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The Revised Progress Schedule submission shall be based on the currently accepted Progress Schedule Update and shall be prepared and submitted in the form of a Baseline Progress Schedule as described in Section II (B). However, it shall reflect the current status of the project as of the submittal date, approved changes in the Work, and the proposed plan for completing the remaining work. The Revised Progress Schedule shall be submitted in lieu of a subsequent Progress Schedule Update unless directed otherwise by the Engineer. The Revised Progress Schedule will be reviewed by the Engineer for acceptance in accordance with Section VII. Upon acceptance by the Engineer, the Revised Progress Schedule shall henceforth replace the accepted Baseline Progress Schedule or any previously accepted Revised Progress Schedule as the SOR for the remainder of the project.

- E. Final As-Built Progress Schedule** – Within thirty (30) calendar days after final acceptance, the Contractor shall submit to the Engineer his/her Final As-built Progress Schedule. The Final As-built Progress Schedule shall show the actual start and finish dates for each activity in the schedule. The Contractor shall certify in writing that the Final As-built Progress Schedule accurately reflects the actual start and finish dates for all activities contained in the Progress Schedule. The Final As-built Progress Schedule shall be submitted in the form of a monthly Progress Schedule Update and shall represent the last Progress Schedule Update submission.

### III. SCHEDULE IMPACT ANALYSIS (SIA) FOR CHANGES AND DELAYS

- A. Changes, Delays, and Schedule Impacts** – When changes in the Work that will impact the schedule are proposed or authorized by the Engineer, the Contractor shall submit for the Engineer's review and approval, a Schedule Impact Analysis (SIA) to determine the impact of the change. Also, when the Contractor believes he is entitled to a time extension and/or additional compensation for a time-related impact that is attributable to a cause beyond the control of and without the fault, negligence, or responsibility of the Contractor or those for whom the Contractor is responsible, the Contractor shall submit for the Engineer's review and approval, a SIA and all available supporting data to substantiate the request for modification of the Contract. The Contractor's request and SIA shall be submitted in accordance with the following:

1. Impacts Due to Directed or Authorized Changes: When the Engineer issues a written order or authorizes a change in the Work in writing, the Contractor shall submit in writing within seven (7) calendar days of the Engineer's written direction or as required by the Engineer, a request for modification of the Contract, if the Contractor believes that additional time and/or compensation is required to perform the Work. Such changes in the Work may include, but are not limited to directed or authorized changes in accordance with the applicable portions of Sections 104.02, 108.05, and 109.05 of the Specifications. The Contractor shall submit along with his/her request a *prospective* Schedule Impact Analysis (SIA) to substantiate the request for modification of the Contract in accordance with this provision and the applicable portions of Sections 104.02, 108.05, and 109.05 of the Specifications.
2. Impacts Due to Unanticipated Changes or Delays: When the Contractor discovers or encounters previously unknown or unanticipated changes in the Work or conditions, or a delay event that he believes will impact progress of the Work or completion of the project, the Contractor shall notify the Engineer in writing within two (2) working days of such discovery or encounter. Such changes in the Work or conditions or delay events may include, but are not limited to unusually severe weather, extraordinary or catastrophic weather events, errors or

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omissions in the Contract Documents; or differing site conditions or utility delays in accordance with the applicable portions of Sections 104.03 and 105.08 of the Specifications.

The Contractor shall then gather all available pertinent information and data necessary to determine how such change in the Work or condition will impact progress of the Work or completion of the project. The Contractor and the Department shall promptly meet to evaluate the scope and potential impact of such change or condition to allow the Engineer to make a timely decision on how to proceed, as well as to determine how the impact of such change or condition can be avoided or mitigated.

The Engineer may direct the Contractor to submit a SIA prior to proceeding with the work affected by such change, condition, or delay, in which case the Contractor shall submit in writing within seven (7) calendar days after receipt of the Engineer's direction, a request for modification of the Contract and a *prospective* SIA to substantiate the request for modification of the Contract.

Otherwise, the Contractor shall submit in writing a request for modification of the Contract and a *contemporaneous* SIA to substantiate the request for modification of the Contract. The request for modification of the Contract and SIA shall be submitted within fourteen (14) calendar days of completion of the changed work or work directly impacted by such condition, or the cessation date of the delay event, or as approved by the Engineer.

3. Unresolved Impacts: When the Contractor believes he is entitled to a time extension and/or additional compensation for an unresolved impact to the Work that is attributable to a cause beyond the control of and without the fault, negligence, or responsibility of the Contractor or those for whom the Contractor is responsible, the Contractor shall submit for the Engineer's review and approval, a request for modification of the Contract and a *retrospective* SIA to substantiate the request for modification of the Contract. Such impacts may involve, but are not limited to changes authorized by either Force Account Work or Unilateral Work Order, or other changes for which the scope of the change or magnitude of the impact could not be determined or mutually agreed to at the time the change was authorized or the delay event or changed condition was encountered.

The Contractor's notice of a change, a subsequent meeting with the Engineer, or submittal of a request for modification of the Contract as defined herein, shall not constitute a notice of intent to file a claim as required by Section 105.19. *No part of this provision is intended to alter, replace, or supersede Section 105.19 of the Specifications. The Contractor must adhere to Section 105.19 as well as this provision to preserve their rights to file a claim.*

- B. Schedule Impact Analysis (SIA)** – The SIA submission shall include a SIA schedule and a written SIA statement as well as supporting data and such information necessary for the Department to make an adequate and timely evaluation of any time-related request received from the Contractor for modification of the Contract. The SIA submission shall consist of the following:

1. A SIA schedule, as specified herein, which shall depict the schedule impact of the change in the Work or condition or delay event based on the currently accepted Progress Schedule Update, submitted prior to the earlier of the date the change in the Work was authorized or the changed condition or delay event was encountered. If the most recently submitted Progress Schedule Update is

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unacceptable, then the Engineer will evaluate the request based on the previously accepted Progress Schedule Update. In which case, the Contractor shall update the previously accepted Progress Schedule Update to show the actual progress of the Work to date as of the earlier of the date the change in the Work was authorized or the changed condition or delay event was encountered. The SIA schedule shall:

- a) Be based on the "Time Impact Analysis (TIA)" or "Contemporaneous Schedule Analysis" method as determined by the Engineer, to determine the status of the currently accepted Progress Schedule Update before and after the change in the Work or condition or delay event.
- b) Show a fragnet (fragmentary network of added or changed activities) representing the added work, changed work or condition, or delay event(s). The fragnet activities shall be logically linked to the affected activities to show the direct impact on the work.
- c) Show the current status of the completed and on-going activities as of the date the change in the Work was authorized or the changed condition was encountered or the delay event started.
- d) Depict the schedule impact by showing a comparison between the impacted Progress Schedule Update and the most recently accepted Progress Schedule Update with a data date closest to and prior to the earlier of the date the change in the Work was authorized or the changed condition or delay event was encountered.
- e) Depict the overall impact on the project critical path, Contract interim milestone(s), other significant dates, and the Contract fixed completion date, as applicable.

2. A written SIA statement to:

- a) Describe the type, cause, and scope of the added work, changed work or condition, or delay event.
- b) Provide sequence and timing of events and/or actions by all involved parties relating to the change or delay.
- c) Describe the particular operations affected as well as identify by Activity ID and Activity Name the activities that are directly impacted.
- d) Describe the impact on the critical path, total float, Contract interim milestone(s), other significant dates, or the Contract fixed completion date, as applicable.
- e) Include a comparative analysis report relative to the currently accepted Progress Schedule Update to identify all changes made to the impacted Progress Schedule.
- f) Identify any actions taken and/or needed to avoid or mitigate the delay or the effects of the delay.

Approval or rejection of the SIA by Engineer shall be made within ten (10) business days after receipt of the SIA, unless subsequent meetings and negotiations are necessary, as

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determined by the Engineer. Upon approval by the Engineer, the Contractor shall incorporate the SIA into the Progress Schedule and shall submit the impacted Progress Schedule as a Progress Schedule Update or Revised Progress Schedule as directed by the Engineer. If appropriate, the approved SIA shall be used to substantiate any request for a time extension or time-related damages or additional compensations, in accordance with the applicable portions of Sections 104.02, 104.03, 105.08, 108.04, and 109.05 of the Specifications.

#### **IV. DETAILED REQUIREMENTS FOR PROGRESS SCHEDULE SUBMISSIONS**

**A. Progress Schedule** – The Progress Schedule shall conform to the following requirements:

1. Software Compatibility Requirements: The Contractor shall submit his/her Progress Schedule in the Primavera proprietary exchange format (XER) to ensure compatibility with the Department's scheduling software system. The Department's scheduling software system is the latest version of Primavera's Project Management software (currently P6 version 6.2). Compatible shall mean that the Contractor-provided electronic file versions of the schedule can be imported into the Department's scheduling software system with no modifications, preparation or adjustments. For projects that are included in a multi-contract mega-project, the Contractor shall prepare and maintain his/her Progress Schedule in the Department's scheduling software system. At the Contractor's request, secured access via the internet may be granted to allow the Contractor to develop and maintain his/her Progress Schedule in the Department's scheduling software system. The Progress Schedule shall be submitted in accordance with Section V.
2. Software Settings: If Primavera (P6) or equivalent scheduling software with similar features is used to prepare the Progress Schedule, the Contractor shall define the project attributes and schedule calculation options in accordance with the software settings detail requirements defined in the VDOT Post-award Scheduling Guide.
3. Work Breakdown Structure (WBS): The Baseline Progress Schedule shall be organized using a multi-level hierarchical Work Breakdown Structure (WBS). The Contractor shall define a project WBS to allow for a hierarchical organization and breakdown of the Work based on the Contractor's approach and in accordance with the phasing/sequence of construction and traffic control plans as specified in the Contract or as approved by the Engineer.
4. Activity Codes: The Contractor shall define and assign as appropriate, activity codes to allow for filtering, grouping, and sorting of activities by Responsibility, Phase, Stage, Feature of Work, Area, Location, Work Type, Crew, and Contract Modification activity codes to facilitate review and use of the Progress Schedule. If Primavera (P6) or equivalent scheduling software with similar features is used to prepare the Progress Schedule, the Contractor shall define activity codes using the project-specific activity codes option. Use of global activity codes shall not be allowed and shall be grounds for rejecting the Progress Schedule submission. Project-specific activity codes shall be defined and assigned in accordance with the detail requirements defined in the VDOT Post-award Scheduling Guide.

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5. Calendars: The Contractor shall define and assign as appropriate, project-specific calendar to each activity to indicate when the activity can be performed. If Primavera (P6) or equivalent scheduling software with similar features is used to prepare the Progress Schedule, the Contractor shall define the project calendars using the project-specific option. The project calendars shall indicate, as applicable, the standard working hours per day, standard working days per week, and non-work days such as week-ends, holidays, weather days, local events, environmental, time-of-year restrictions, etc. Use of global calendars shall not be allowed and shall be grounds for rejecting the Progress Schedule submission. The project-specific calendars shall be defined in accordance with the detail requirements defined in the VDOT Post-award Scheduling Guide.
6. Level of Detail: The Contractor shall develop the Progress Schedule to an appropriate level of detail that allows for the formation of a reasonable critical path. The Progress Schedule shall show as applicable, Contract milestones and other key milestones for significant project events. The Progress Schedule shall also show, as applicable, administrative, procurement, MOT, work to be performed by other involved parties, discrete work activities to indicate the type of operation and location of the work, and other necessary time-based tasks required for completion of the project. The Work shall be sub-divided as practical, to such a level that the activity durations for on-site work excluding, activities whose durations are specified elsewhere in the Contract, are twenty (20) workdays or less. Longer durations may be allowed, as approved by the Engineer, for activities that typically span long periods of time such as fabrication and delivery of materials, administrative, MOT, or other such level of effort activities.
7. Network Logic: The Progress Schedule network logic shall be based on the Precedence Diagram Method (PDM) and shall show the order and inter-dependence of the activities and the sequence in which the Contractor proposes to accomplish the Work. The Contractor shall apply the Critical Path Method (CPM) of network calculation to generate the Progress Schedule. The project critical path shall be based on the "Longest Path". The Progress Schedule network logic shall be developed in accordance with the detail requirements defined in the VDOT Post-award Scheduling Guide.
8. Schedule Constraints: All Contract milestone activities shall be constrained, as applicable, with a "Start On or After" (Early Start) date or "Finish On or Before" (Late Finish) date equal to the "Start No Earlier Than" or "Must Finish By" date specified in the Contract, except as specified below. The Contractor's use of schedule constraints with the exception of the specific requirements defined below is not allowed, unless approved by the Engineer. The use of schedule constraints such as "Start On" or "Finish On" for the purpose of manipulating float or the use of schedule constraints that violate network logic such "Mandatory Start" or "Mandatory Finish" will not be allowed. When a schedule constraint is used, other than the schedule constraints specified herein, the Contractor shall provide explanation for the use of such constraint in the Progress Schedule or Progress Schedule Narrative.
9. Data Date: The data date is defined as the current status date of the Progress Schedule, which defines the start date for the scheduled remaining Work. All Progress Schedule submissions shall be calculated using an appropriate data date to indicate the status of the project at the time the Progress Schedule is submitted.

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- a) For the Preliminary, Baseline, or subsequent Revised Progress Schedule submission, the data date shall be no more than five (5) business days prior to the submittal date.
  - b) For the monthly Progress Schedule Update submissions the data date shall be the Contractor's monthly progress estimate date as defined in Section 109.08(a) of the Specifications.
10. Total Float: This section is intended to apply only to considerations of Contract time extension requests relative to available total float. Considerations for other time-related impacts, if any, are covered in other Sections of the Specifications. Any request for a Contract time extension will be evaluated, in accordance with Section 108.04, based on the critical path and available total float. Total float is defined as the amount of time, typically expressed in days (number of workdays or calendar days depending on the assigned calendar), that an activity can be delayed without extending the completion date of a related Contract interim milestone or the project, as applicable. Except as specified herein, total float shall be calculated, as applicable, relative to a constrained Contract interim milestone date or the Contract fixed completion date specified in the Contract or a subsequent Work Order.

With the exception of A+B based Contracts, any float available in the Progress Schedule, at any time, shall be considered project float and is not for the exclusive use or benefit of either the Department or the Contractor. It shall be understood by the Contractor and the Department that float is a shared commodity and either party has the right to full use of any available float. Until such time that all available float is depleted, the project float shall be used responsibly in the best interest of the project and in a manner that best serves the timely completion of the Work by either a specified Contract interim milestone or the Contract fixed completion date, as applicable.

For A+B based Contracts for which the Contractor bids the Contract time and/or Contract interim milestone(s), any float on a critical activity or activities on the critical path shall belong to the Contractor and any float on non-critical activities or activities not on the critical path shall belong to the project and shall be considered available project float for use by either the Department or the Contractor for the benefit of the project.

The Contractor shall not modify the Progress Schedule at any time for the purpose of manipulating float. Negative float conditions will not be allowed in the Preliminary, Baseline, or Revised Progress Schedule.

11. Progress Schedule Update: The Progress Schedule Update shall reflect the actual status of the Work and the current plan to complete the remaining work as of the current data date. It shall show the actual start/finish dates for each completed activity and the actual start date, remaining duration, and progress (percent complete) of each on-going activity. The Progress Schedule Update shall allow for an accurate determination of progress of completed and on-going work based on total actual cost (earnings) to date; as well as an accurate projection of the anticipated monthly earnings for the remaining work based on remaining cost. The Progress Schedule Update shall be based on the most recently accepted Progress Schedule and shall be prepared in accordance with the detail requirements defined in the VDOT Post-award Scheduling Guide.

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**B. Progress Schedule Narrative** – As specified in Section II of this provision, a Baseline Progress Schedule Narrative shall be submitted with the Baseline Progress Schedule submission and a Progress Schedule Update Narrative shall be submitted with the Progress Schedule Update submission. The Progress Schedule Narrative shall be prepared in accordance with the following:

1. Baseline Progress Schedule Narrative: The Baseline Progress Schedule Narrative shall include the following written information:
  - a) The Contractor's overall plan describing:
    - i) The proposed overall sequence of construction, including where the work will begin and how the work will progress;
    - ii) The methodology, scheduling assumptions, and general procedures for completing each major feature of Work;
    - iii) A list of the major resources (number and type of crews and equipment) required to complete the project as scheduled. For early completion schedules (projects with an early completion interim milestone provision or projects with scheduled completion dates earlier than the Contract specified date by thirty (30) calendar days or more), the Contractor shall also provide a written resource plan for the major operations to demonstrate the Contractor's ability and commitment to provide resources at the level required to complete the work within the timeframes shown in the Progress Schedule;
    - iv) Anticipated daily production rates for each major operation.
  - b) A description of the project critical path.
  - c) A listing of the major milestone dates, including as applicable, Contract interim milestone(s), major traffic switches, start/finish milestones for each phase or stage of work, or related work to be performed by the Department or other involved parties.
  - d) A log identifying the schedule constraints used in the Progress Schedule and reason for using each constraint.
  - e) A description of the calendar(s) used in the Progress Schedule to indicate the Calendar ID, number of work days per week, number of shifts per day, and number of hours per day as well as the anticipated number of non-working days per month for each calendar with considerations, as applicable, for holidays, normal weather conditions; as well as for seasonal or other known or specified constraints and restrictions (i.e. traffic, local events, environmental, permits, utility, etc.).
  - f) A description of any known problems or anticipated issues that may impact the schedule; and any actions taken, proposed, or needed to correct the problems.
2. Progress Schedule Update Narrative: The Progress Schedule Update Narrative shall include the following written information:
  - a) A description of the current status of the project in terms of the current actual percent complete by total earnings relative to the SOR planned

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percent complete; as well as the scheduled completion dates of the interim milestone(s) and project completion.

- b) A description of any deviations from scheduled performance in terms of the scheduled completion dates of the interim milestone(s) and project completion since the previous schedule submission, including a statement explaining why any of the schedule milestone date(s) is forecast to occur after the specified date(s).
- c) A description of the work performed since the previous Progress Schedule submission and any deviations from the work scheduled.
- d) A description of major changes in the Contractor's work plan in terms of sequence of construction, shifts, manpower, equipment, or materials.
- e) A description of any deviations in project critical path since the previous Progress Schedule submission.
- f) A listing of adverse weather dates and number of days lost this period due to adverse weather or conditions resulting from adverse weather. List the activities affected and any impacts to the critical path.
- g) A description of problems encountered or anticipated since the previous Progress Schedule submission, including an explanation of any corrective actions taken or required to be taken.
- h) A description of work planned for the next update period and actions to be taken by the Department or other involved parties.

## **V. REPORTING AND SUBMITTAL REQUIREMENTS FOR PROGRESS SCHEDULE SUBMISSIONS**

Unless directed otherwise by the Engineer, the Contractor shall submit for each Progress Schedule submission the following submittal items. Each electronic file submittal shall have a unique file name prefixed by the Contract ID to identify the Contract, submission type and order of submission, and date of submittal (e.g. C00012345B01\_B-1\_12-30-10.xer, C00012345B01\_U-1\_1-10-11.xer, etc.). The Progress Schedule submittals shall include:

1. A transmittal letter to the Engineer, identifying the date of submittal and which Progress Schedule is being submitted for review.
2. Two (2) sets of data compact disks (CD) containing the electronic working export file copy of the Progress Schedule in an "XER" file format in version 6.2 or lower. Each CD shall be labeled to indicate the Contract ID, type of submission, filename, and submittal date.
3. Two (2) sets of paper copies of the following schedule reports:
  - a) Schedule calculation log.
  - b) A legible time-scaled bar-chart plot of the Progress Schedule organized by WBS and sorted by early start to show for each activity: the Activity ID, Activity Name, Original Duration, Remaining Duration, Start and

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Finish dates, Activity Percent Complete, and Total Float. The bar-chart plot shall identify the project critical path (longest path).

4. Electronic file copies by email of the following:
  - a) A working export file of the Progress Schedule in an "XER" file format in version 6.2 or lower.
  - b) Electronic "PDF" copy of the tabular Predecessor/Successor report sorted in ascending order by Activity ID to show the following:
    - i) Activity ID;
    - ii) Activity Name;
    - iii) Original Duration;
    - iv) Remaining Duration;
    - v) Early Start;
    - vi) Early Finish;
    - vii) Late Start;
    - viii) Late Finish;
    - ix) Total Float;
    - x) Critical (Yes or No);
    - xi) Predecessors: Activity ID, Activity Name, Early Start, Early Finish, Relationship Type, Lag, Driving (Yes or No), Constraint, and Constraint Date;
    - xii) Successors: Activity ID, Activity Name, Early Start, Early Finish, Relationship Type, Lag, Driving (Yes or No), Constraint, and Constraint Date.
  - c) Electronic "PDF" copy of the Progress Schedule Narrative.
  - d) Electronic "PDF" copy of the Progress Earnings Schedule S-Curve.
  - e) A working file of the Progress Earnings Schedule (VDOT Form C-13C).

## **VI. FAILURE TO SUBMIT PROGRESS SCHEDULES**

The Engineer will take necessary actions in accordance with the following for failure on the part of the Contractor to submit the required Progress Schedules:

1. If the Contractor fails to submit his/her complete Preliminary Progress Schedule at least two (2) business days prior to the Scheduling Conference, the Contractor shall not commence Work, with the exception of project start-up activities such as submittals, mobilization, surveying, construction access and signage, erosion and sedimentation controls, etc., until after seven (7) calendar days from the date the Contractor submits his/her complete Preliminary Progress Schedule, unless otherwise approved in writing by the Engineer.
2. If the Contractor fails to submit his/her complete Baseline Progress Schedule within thirty (30) calendar days after the NTP date or as approved by the Engineer, the Engineer will delay approval of the Contractor's next monthly progress estimate following the due date of the Baseline Progress Schedule until such time as the Contractor has satisfied the submittal requirements.

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3. If the Progress Schedule submission is deemed unacceptable by the Engineer; and the Contractor fails to submit an acceptable Progress Schedule within fourteen (14) calendar days after the Engineer's request, the Engineer will delay approval of the Contractor's next monthly progress estimate following the due date of the Progress Schedule until such time as the Contractor has satisfied the submittal requirements.
4. If the Contractor fails to provide a Progress Schedule Update or if a Revised Progress Schedule is required as specified herein and the Contractor fails to provide such a Progress Schedule, the Engineer will delay approval of the Contractor's next monthly progress estimate following the due date of the Progress Schedule until such time as the Contractor has satisfied the submittal requirements.
5. If the Contractor fails to provide an acceptable Final As-built Progress Schedule as specified, the Engineer will delay approval for payment of the Contractor's final progress estimate until such time as the Contractor has satisfied the submittal requirements.

**Please note:** Delays resulting from the Contractor's failure to provide the Progress Schedule in accordance with the requirements set forth herein will not be considered just cause for extension of the Contract time limit or for additional compensation.

## **VII. REVIEW AND ACCEPTANCE**

The Engineer will review all Progress Schedule submissions within fourteen (14) calendar days of receipt of the Contractor's complete submittal, unless subsequent review meetings are necessary, as determined by the Engineer. The Engineer's review for acceptance will not commence until all required submittal items and schedule information as defined herein are provided. Acceptance by the Engineer will be based only on completeness and conformance with the requirements of the Contract.

If the Contractor's Progress Schedule submission is deemed to be acceptable, the Engineer will respond with a written notice of acceptance, which may include comments or minor concerns on the submission and/or a request for clarification or justification. When the Engineer's response include any comments, concerns, or request for clarification or justification, the Contractor shall respond accordingly within seven (7) calendar days of receipt of the Engineer's response. The Contractor's response may include a resubmission of the Progress Schedule to address the Engineer's comments or concerns or provide clarification or justification accordingly.

If the Contractor's Progress Schedule submission is deemed to be unacceptable, the Engineer will issue a written notification of non-conformance, which will include a request for resubmission and comments describing the deficiencies prompting the Engineer's decision. At the Engineer's discretion, the Contractor may be required to attend a schedule review meeting to discuss the issues prompting the Engineer's decision or to facilitate review and acceptance of the Progress Schedule submission.

When the Progress Schedule submission is deemed by the Engineer to be unacceptable, the Contractor shall revise and re-submit the Progress Schedule submission accordingly, within seven (7) calendar days of receipt of the Engineer's response.

Review and acceptance by the Engineer will not constitute a waiver of any Contract requirements and will in no way assign responsibilities of the work plan, scheduling assumptions, and validity of the schedule to the Department. Failure of the Contractor to include in the Progress Schedule

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any element of work required by the Contract for timely completion of the project will not excuse the Contractor from completing the Work within the Contract specified interim milestone(s) or the Contract time limit, as applicable.

## VIII. MONITORING THE WORK AND ASSESSING PROGRESS

- A. Monitoring the Work** – The Engineer will monitor the Work regularly to identify deviations from the Contractor's scheduled performance relative to the SOR. The Contractor shall notify the Engineer at least two (2) working days in advance of any changes in the Contractor's planned operations or critical stage work requiring Department oversight or inspection. The Contractor shall attend a monthly progress schedule meeting with the Engineer on a day agreed to by the Contractor and the Engineer. The Contractor shall furnish his/her detailed 30-day look-ahead schedule at the progress meeting and shall be prepared to discuss the current status of the Work and planned operations for the following thirty (30) calendar days. The 30-day look-ahead schedule shall be based on the Contractor's current monthly Progress Schedule Update.
- B. Progress Evaluation** – Progress will be evaluated by the Engineer at the time of the monthly progress estimate relative to the SOR. The Contractor's actual progress will be considered unsatisfactory if any one of the following conditions occurs:
1. The actual total earnings to date percentage for work completed, based on the Contractor's progress payment estimate, falls behind the SOR planned cumulative earnings percentage by more than ten (10) percentage points. If the Progress Earnings Schedule is based on a cost-loaded Progress Schedule, then the unsatisfactory progress threshold will be based on falling behind the SOR planned cumulative late dates earnings percentage. Payments for Stored Materials, Materials on Hand, or Adjustments (asphalt, fuel, etc.) shall not be included in the actual progress earnings.
  2. The calculated completion date of a Contract interim milestone is later than the specified completion date by more than fourteen (14) calendar days.
  3. The calculated project completion date is later than the Contract fixed completion date by more than thirty (30) calendar days.
- C. Progress Deficiency and Schedule Slippage** – When the Contractor's actual progress is trending toward unsatisfactory status, the Engineer will request a meeting with the Contractor to discuss any actions taken or required by the Contractor to reverse this trend and to correct the progress deficiency or schedule slippage.

When the Contractor's actual progress is deemed unsatisfactory as defined by any one of the conditions listed under **Progress Evaluation** of this provision, the Engineer will issue a written notice of unsatisfactory performance to advise the Contractor that five (5) percent retainage of the monthly progress estimate is being withheld and will continue to be withheld as described in Section 109.08(c), for each month the Contractor's actual progress is determined to be unsatisfactory, unless there is a pending decision by the Engineer on a request for modification of the Contract for which the Contractor has previously provided documentation as required.

When the Contractor fails to respond with good faith efforts as described herein to restore satisfactory progress, the Engineer will issue a notice to indicate that he may recommend the Contractor be temporarily disqualified from bidding on Contracts with the Department as described in Section 102.08 of the Specifications, if progress remains unsatisfactory at

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the time of preparation of the next monthly progress estimate following the Engineer's notice. Prior to recommendation for removal from the list of pre-qualified bidders, the Engineer will allow the Contractor fourteen (14) calendar days from the date of the unsatisfactory performance notice to respond. Such "good faith" efforts shall be provided in sufficient detail to allow the Engineer to fully evaluate the Contractor's plans for recovery. As an example of good faith efforts, the Contractor may submit to the Engineer, a proposed recovery plan in the form of a Progress Schedule Update and a written statement to describe the Contractor's proposed actions and timeframe to correct the progress deficiency or schedule slippage. The Contractor may also submit to the Engineer a written explanation and supporting documentation to establish that such delinquency was attributable to conditions beyond his/her control. Any schedule adjustments resulting from a recovery plan will be reviewed in accordance with Section VII, but the modified Progress Schedule Update shall not replace the current SOR.

When the Engineer determines the Contractor's progress is again satisfactory the five (5) percent retainage previously withheld will be released to the Contractor in accordance with the provisions of Section 109.08 (c) of the Specifications.

If the Contractor is temporarily disqualified from bidding on Contracts with the Department, the Contractor will not be reinstated until either the Engineer deems that his/her progress has improved to the extent that the Work can be completed within the Contract time limit or the project has received final acceptance in accordance with the provisions of Section 108.09.

## **IX. MEASUREMENT AND PAYMENT**

Required Progress Schedule submissions will be measured and paid for in accordance with the following:

### **A. Basis of Payment – Progress payments will be made in accordance with the following:**

1. Progress payments for the Baseline Progress Schedule pay item will be made as follows:
  - a) A twenty-five (25) percent of the Contract bid item lump sum amount will be made upon acceptance of the Preliminary Progress Schedule submission.
  - b) A seventy-five (75) percent of the Contract bid item lump sum amount will be made upon acceptance of the Baseline Progress Schedule submission. When a Baseline Progress Schedule is provided in lieu of a Preliminary Progress Schedule, a payment of one hundred (100) percent of the Contract bid item lump sum amount will be made upon acceptance of the Baseline Progress Schedule submission.
2. Progress payments for the Progress Schedule Update pay item will be made as follows:
  - a) Progress payments of one each (1 EA) at the Contract bid item unit price will be made upon acceptance of the Progress Schedule Update submission.
  - b) A Revised Progress Schedule may be required in lieu of and paid for upon acceptance as a Progress Schedule Update, as determined by the

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Engineer. When a Revised Progress Schedule is required by the Engineer, in addition to a regular Progress Schedule Update submission, progress payments of one each (1 EA) at the Contract bid item unit price will be made under the pay item for Progress Schedule Updates upon acceptance of the Revised Progress Schedule submission.

- c) Upon approval, the SIA shall be incorporated into the Progress Schedule Update or Revised Progress Schedule, as directed by the Engineer, and paid for as a Progress Schedule Update. When a SIA is required in addition to a regular Progress Schedule Update submission, progress payment of one each (1 EA) at the Contract bid item unit price will be made upon approval under the pay item for Progress Schedule Update.
  - d) Progress payments of one each (1 EA) at the Contract unit price will be made upon acceptance of the Final As-built Schedule submission.
3. No separate measurement and payment will be made for attendance of the Scheduling Conference, progress meetings or other schedule related meetings. All costs associated with attendance of the scheduling meetings will be considered incidental.

**B. Payment Items** – Payments for all associated costs to attend schedule meetings, prepare, update, revise, and/or furnish the Progress Schedule will be made under the following pay items:

<b>Pay Item</b>	<b>Pay Unit</b>
Baseline Progress Schedule	Lump Sum
Progress Schedule Update	Each

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**GUIDELINES — THE CATEGORY OF PROGRESS SCHEDULE TO BE USED ON A PARTICULAR PROJECT IS DETERMINED BY THE PROJECT MANAGER (PM) FOR THAT PROJECT (SEE CD-2008-14). NOTE: ANY PROJECT-SPECIFIC SPs OR SPCNs RELATED TO PROGRESS SCHEDULES MUST BE REVIEWED AND APPROVED BY THE PROJECT PM AND STATE SCHEDULING ENGINEER. [Contact State Scheduling Engineer, Frank Gbinije (804) 786-2980, for clarification if project usage is unclear.] EXCEPTIONS: DO NOT USE ON EMERGENCY CONTRACT (See S100EE0 Emergency Contract Projects) OR ON-CALL PROJECTS.**

**S108D00-0911**

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**CPM PROGRESS SCHEDULE FOR CATEGORY IV PROJECTS**

March 1, 2011

**Section 103.06(e) Progress Schedule** of the Specifications is deleted and replaced by this provision.

**Section 108.03 Progress Schedule** of the Specifications is deleted and replaced by this provision.

For definitions of scheduling terms not defined herein, and guidelines on preparing and maintaining the Progress Schedule, refer to the *VDOT Post-Award Scheduling Guide*.

**I. GENERAL REQUIREMENTS**

This work shall consist of generating and maintaining a project Progress Schedule to aid the Contractor and the Department in planning and executing the Work. The Progress Schedule shall be used by the Contractor, the Department, and all involved parties to plan and schedule all work required to complete the project. The Progress Schedule shall also be used by the Department to monitor progress of the individual activities required to complete the project; as well as to assess the overall progress of the Work and to evaluate the effects of time-related changes on the project. The Progress Schedule shall consist of a cost loaded Critical Path Method (CPM) Progress Schedule, Progress Schedule Narrative, and Progress Earnings Schedule submitted in accordance with the requirements of this provision.

The Contractor shall prepare and submit, for the Engineer's review and acceptance, a Progress Schedule to communicate the Contractor's intentions and proposed plan to accomplish the Work in accordance with the requirements of the Contract. The Progress Schedule shall depict the sequence in which the Contractor proposes to perform the Work and the dates on which the Contractor contemplates starting and completing all schedule activities required to complete the project. The Contractor shall maintain the Progress Schedule, at a minimum, monthly to ensure that it continues to represent the current status of the project and the Contractor's current work plan to complete the project.

The Contractor shall attend a Scheduling Conference with the Engineer no later than seven (7) calendar days prior to beginning the Work, with the exception of project start-up activities such as submittals, mobilization, surveying, construction access and signage, erosion and sedimentation controls, etc., as approved by the Engineer. The Scheduling Conference will be held to discuss the Contractor's overall plan to complete the Work and the detail work plan for the first ninety (90) calendar days of Work. The Scheduling Conference may be held in conjunction with the Pre-Construction Conference or at a separate meeting as mutually agreed to by the Contractor and the Engineer. The Contractor shall discuss his/her overall plan of operations concerning the Maintenance of Traffic (MOT)/Sequence of Construction or any proposed deviations from the phasing, staging, or sequence of construction as indicated on the Contract plans or as approved by the Engineer. During the Scheduling Conference key issues and project specific requirements

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necessary for the development of the Baseline Progress Schedule shall also be discussed. Such key issues shall include as applicable, but are not limited to key submittals, permits, construction access, right of way, environmental, utility, traffic or local events indentified in the Contract Documents that may impact traffic; as well as other limitations to the Work or any known constraints or foreseeable issues that may impact the schedule. Such project specific requirements shall include as applicable, but are not limited to scheduling, phasing, sequencing, milestone(s), work to be performed by the Department or other previously identified involved parties; or any known or likely constructability issues relative to the Contract plans and specifications.

## II. OVERVIEW OF THE VARIOUS REQUIRED PROGRESS SCHEDULE SUBMISSIONS

**A. Preliminary Progress Schedule** – At least two (2) business days prior to the Scheduling Conference, or as approved by the Engineer, the Contractor shall submit to the Engineer for review and acceptance a Preliminary Progress Schedule. At the Contractor's discretion, a complete detailed Baseline Progress Schedule for the entire project may be submitted in lieu of the Preliminary Progress Schedule. The Preliminary Progress Schedule submission shall consist of the following:

1. Preliminary Progress Schedule: The Preliminary Progress Schedule shall depict, at a detailed level, the Contractor's proposed sequence and start/finish dates for all activities scheduled for the first ninety (90) calendar days of work. It shall also include, as applicable, any milestones or work to be performed by sub-contractors, the Department, or third parties during the first ninety (90) calendar days of work. The Preliminary Progress Schedule shall also depict at a summary level the proposed overall sequence and timing of the remaining Work. The Preliminary Progress Schedule shall be prepared in accordance with Section IV (A), with the exception of cost-loading.
2. Preliminary Progress Schedule Narrative: The Preliminary Progress Schedule Narrative shall describe the Contractor's detailed work plan for the first ninety (90) calendar days of work. The Preliminary Progress Schedule Narrative shall be prepared in accordance with Section IV (B).

Until the Baseline Progress Schedule is accepted by the Engineer, the Contractor shall submit an update of the Preliminary Progress Schedule monthly, within five (5) working days after the current data date or as approved by the Engineer. The updated Preliminary Progress Schedule shall show the actual progress of work completed to date and the current detailed schedule for accomplishing the work planned for the following ninety (90) calendar days of Work, as of the data date. It shall also show the summary level activities required to complete the remainder of the Work.

**B. Baseline Progress Schedule** – Within forty-five (45) calendar days after the Notice to Proceed (NTP) date or as approved by the Engineer, the Contractor shall submit in its entirety, his/her Baseline Progress Schedule, to the Engineer for review and acceptance. The Baseline Progress Schedule submittal shall consist of the following:

1. Baseline Progress Schedule: The Baseline Progress Schedule shall represent the Contractor's initial detailed plan to accomplish the entire scope of Work in accordance with the Contract. The Baseline Progress Schedule shall be prepared based on the Critical Path Method (CPM) and shall depict in a time-scaled bar-chart plot, the sequence in which the Contractor proposes to perform the Work, the project critical path, and the dates on which the Contractor contemplates starting and completing the individual schedule activities required

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to complete the project. The Baseline Progress Schedule shall also depict the current status of the project and the Contractor's current plan to complete the remaining work, as of the Baseline Progress Schedule submittal date.

The Baseline Progress Schedule shall reflect a practicable work plan and logical progress of the Work as indicated in the Contract Documents or as approved by the Engineer. When preparing the schedule, the Contractor shall consider as applicable, all known or specified constraints or restrictions such as: holidays, seasonal, normal weather, traffic or previously identified local events that may impact traffic, utility, railroad, right-of-way, environmental, permits, or other limitations to the Work that will impact the schedule. The Baseline Progress Schedule shall be prepared in accordance with Section IV (A).

2. Baseline Progress Schedule Narrative: The Baseline Progress Schedule Narrative shall describe the Contractor's proposed overall work plan to complete the entire project as reflected on the Baseline Progress Schedule. The Baseline Progress Schedule Narrative shall be prepared in accordance with Section IV (B).
3. Baseline Progress Earnings Schedule: The Baseline Progress Earnings Schedule shall indicate the Contractor's anticipated cumulative progress each month as of the Contractor's progress estimate date as defined in Section 109.08(a) of the Specifications. The anticipated cumulative progress shall be expressed as "Percent Complete" based on the anticipated total earnings to date relative to the Total Contract Value. The Baseline Progress Earnings Schedule shall be based on the Baseline Progress Schedule and shall be prepared on the VDOT Form C-13CPM in accordance with Section IV (C).

The Baseline Progress Schedule will be reviewed by the Engineer for acceptance in accordance with Section VII. Upon acceptance by the Engineer, the Baseline Progress Schedule shall replace the Preliminary Progress Schedule. The accepted Baseline Progress Schedule shall henceforth become the project Schedule of Record (SOR). The SOR shall be defined as the currently accepted Baseline Progress Schedule. Until a subsequent Revised Progress Schedule is submitted and accepted, the accepted Baseline Progress Schedule shall remain the SOR against which all subsequent Progress Schedule Updates and progress will be compared. The SOR shall be used by the Engineer to assess the Contractor's schedule-based performance on the project.

**C. Progress Schedule Update** – The Contractor shall on a monthly basis submit for the Engineer's review and acceptance the Contractor's Progress Schedule Update within five (5) business days after the Contractor's progress estimate date or as approved by the Engineer. The Progress Schedule Update shall consist of the following:

1. Progress Schedule Update: The Progress Schedule Update shall depict the current status of the Work and the Contractor's current plan to complete the remaining work as of the data date. The Progress Schedule Update shall be prepared in accordance with Section IV (A).
2. Progress Schedule Update Narrative: The Progress Schedule Update Narrative shall describe the work performed since the previous update and the Contractor's current plan for accomplishing the remaining work. It shall also describe any progress deficiencies, schedule slippages, or time-related issues encountered; as well as any actions taken or proposed to avoid or mitigate the effects of the progress deficiencies, schedule slippages, or time-related issues. The Progress Schedule Update Narrative shall be prepared in accordance with Section IV (B).

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3. Progress Earnings Schedule Update: The Progress Earnings Schedule Update shall depict the current status of the project by percent complete based on the actual total earnings to date relative to the Total Contract Value. The Progress Earnings Schedule Update shall show the actual monthly and cumulative cost to date, as reflected on the Contractor's payment estimate; any variance in percent complete relative to the SOR; and the projected earnings for the remaining payment periods. The Progress Earnings Schedule Update shall be prepared on the VDOT Form C-13CPM in accordance with Section IV (C).

The Progress Schedule Update will be reviewed by the Engineer for acceptance in accordance with Section VII. Upon acceptance by the Engineer, the Progress Schedule Update shall replace any previous Progress Schedule Updates as the current update of the SOR; however, it shall not replace the SOR. The currently accepted Progress Schedule Update shall henceforth become the contemporaneous schedule with which to report the current status of the project, plan the remaining Work, and evaluate the effects of any time-related changes or delays on the remaining Work.

- D. Revised Progress Schedule** – When the current Progress Schedule or work plan deviates significantly from the SOR, the Contractor shall submit to the Engineer for review and acceptance a Revised Progress Schedule to represent the Contractor's revised plan to complete the remaining work. Deviate significantly will be construed to mean deviations from the SOR resulting from schedule impacts or major changes in the Progress Schedule that alter the project critical path, Contract interim milestone(s), or project completion; or causes a major shift in the Progress Earnings Schedule. A Revised Progress Schedule will be required when:

1. The Engineer approves a Schedule Impact Analysis (SIA) for authorized or unanticipated changes in the Work or conditions that significantly impacts the Progress Schedule, as determined by the Engineer.
2. The Contractor proposes a different approach to his/her work plan that significantly impacts the Progress Schedule or the Engineer determines that the current Progress Schedule Update or Contractor's current work plan deviates significantly from the SOR. Such deviations may include, but are not limited to major changes in the Contractor's proposed phasing, general sequence, resource plan, means and methods, or durations. The Contractor may revise his/her Progress Schedule at any time, at his/her discretion; however, the Engineer will only consider accepting a Revised Progress Schedule submission for major changes that deviate significantly from the SOR.
3. The Engineer determines that progress of the Work is trending towards unsatisfactory, in accordance with Section VIII (C), and in the opinion of the Engineer, it is apparent that the progress deficiency will not result in an extension of the completion date of the project beyond the Contract time limit and a Recovery Plan is not required to correct the progress deficiency. In such cases, the Engineer will request a meeting with the Contractor to discuss the progress deficiency to determine the appropriate corrective action required.

The Revised Progress Schedule submission shall be based on the currently accepted Progress Schedule Update and shall be prepared and submitted in the form of a Baseline Progress Schedule as described in Section II (B). However, it shall reflect the current status of the project as of the submittal date, approved changes in the Work, and the proposed plan for completing the remaining work. The Revised Progress Schedule shall be submitted in lieu of a subsequent Progress Schedule Update unless directed

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otherwise by the Engineer. The Revised Progress Schedule will be reviewed by the Engineer for acceptance in accordance with Section VII. Upon acceptance by the Engineer, the Revised Progress Schedule shall henceforth replace the accepted Baseline Progress Schedule or any previously accepted Revised Progress Schedule as the SOR for the remainder of the project.

- E. Final As-Built Progress Schedule** – Within thirty (30) calendar days after final acceptance, the Contractor shall submit to the Engineer his/her Final As-built Progress Schedule. The Final As-built Progress Schedule shall show the actual start and finish dates for each activity in the schedule. The Contractor shall certify in writing that the Final As-built Progress Schedule accurately reflects the actual start and finish dates for all activities contained in the Progress Schedule. The Final As-built Progress Schedule shall be submitted in the form of a monthly Progress Schedule Update and shall represent the last Progress Schedule Update submission.

### III. SCHEDULE IMPACT ANALYSIS (SIA) FOR CHANGES AND DELAYS

- A. Changes, Delays, and Schedule Impacts** – When changes in the Work that will impact the schedule are proposed or authorized by the Engineer, the Contractor shall submit for the Engineer's review and approval, a Schedule Impact Analysis (SIA) to determine the impact of the change. Also, when the Contractor believes he is entitled to a time extension and/or additional compensation for a time-related impact that is attributable to a cause beyond the control of and without the fault, negligence, or responsibility of the Contractor or those for whom the Contractor is responsible, the Contractor shall submit for the Engineer's review and approval, a SIA and all available supporting data to substantiate the request for modification of the Contract. The Contractor's request and SIA shall be submitted in accordance with the following:

1. Impacts Due to Directed or Authorized Changes: When the Engineer issues a written order or authorizes a change in the Work in writing, the Contractor shall submit in writing within seven (7) calendar days of the Engineer's written direction or as required by the Engineer, a request for modification of the Contract, if the Contractor believes that additional time and/or compensation is required to perform the Work. Such changes in the Work may include, but are not limited to directed or authorized changes in accordance with the applicable portions of Sections 104.02, 108.05, and 109.05 of the Specifications. The Contractor shall submit along with his/her request a *prospective* Schedule Impact Analysis (SIA) to substantiate the request for modification of the Contract in accordance with this provision and the applicable portions of Sections 104.02, 108.05, and 109.05 of the Specifications.
2. Impacts Due to Unanticipated Changes or Delays: When the Contractor discovers or encounters previously unknown or unanticipated changes in the Work or conditions, or a delay event that he believes will impact progress of the Work or completion of the project, the Contractor shall notify the Engineer in writing within two (2) working days of such discovery or encounter. Such changes in the Work or conditions or delay events may include, but are not limited to unusually severe weather, extraordinary or catastrophic weather events, errors or omissions in the Contract Documents; or differing site conditions or utility delays in accordance with the applicable portions of Sections 104.03 and 105.08 of the Specifications.

The Contractor shall then gather all available pertinent information and data necessary to determine how such change in the Work or condition will impact

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progress of the Work or completion of the project. The Contractor and the Department shall promptly meet to evaluate the scope and potential impact of such change or condition to allow the Engineer to make a timely decision on how to proceed, as well as to determine how the impact of such change or condition can be avoided or mitigated.

The Engineer may direct the Contractor to submit a SIA prior to proceeding with the work affected by such change, condition, or delay, in which case the Contractor shall submit in writing within seven (7) calendar days after receipt of the Engineer's direction, a request for modification of the Contract and a *prospective* SIA to substantiate the request for modification of the Contract.

Otherwise, the Contractor shall submit in writing a request for modification of the Contract and a *contemporaneous* SIA to substantiate the request for modification of the Contract. The request for modification of the Contract and SIA shall be submitted within fourteen (14) calendar days of completion of the changed work or work directly impacted by such condition, or the cessation date of the delay event, or as approved by the Engineer.

3. **Unresolved Impacts:** When the Contractor believes he is entitled to a time extension and/or additional compensation for an unresolved impact to the Work that is attributable to a cause beyond the control of and without the fault, negligence, or responsibility of the Contractor or those for whom the Contractor is responsible, the Contractor shall submit for the Engineer's review and approval, a request for modification of the Contract and a *retrospective* SIA to substantiate the request for modification of the Contract. Such impacts may involve, but are not limited to changes authorized by either Force Account Work or Unilateral Work Order, or other changes for which the scope of the change or magnitude of the impact could not be determined or mutually agreed to at the time the change was authorized or the delay event or changed condition was encountered.

The Contractor's notice of a change, a subsequent meeting with the Engineer, or submittal of a request for modification of the Contract as defined herein, shall not constitute a notice of intent to file a claim as required by Section 105.19. *No part of this provision is intended to alter, replace, or supersede Section 105.19 of the Specifications. The Contractor must adhere to Section 105.19 as well as this provision to preserve their rights to file a claim.*

**B. Schedule Impact Analysis (SIA) –** The SIA submission shall include a SIA schedule and a written SIA statement as well as supporting data and such information necessary for the Department to make an adequate and timely evaluation of any time-related request received from the Contractor for modification of the Contract. The SIA submission shall consist of the following:

1. A SIA schedule, as specified herein, which shall depict the schedule impact of the change in the Work or condition or delay event based on the currently accepted Progress Schedule Update, submitted prior to the earlier of the date the change in the Work was authorized or the changed condition or delay event was encountered. If the most recently submitted Progress Schedule Update is unacceptable, then the Engineer will evaluate the request based on the previously accepted Progress Schedule Update. In which case, the Contractor shall update the previously accepted Progress Schedule Update to show the actual progress of the Work to date as of the earlier of the date the change in the Work was authorized or the changed condition or delay event was encountered. The SIA schedule shall:

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- a) Be based on the "Time Impact Analysis (TIA)" or "Contemporaneous Schedule Analysis" method as determined by the Engineer, to determine the status of the currently accepted Progress Schedule Update before and after the change in the Work or condition or delay event.
  - b) Show a fragnet (fragmentary network of added or changed activities) representing the added work, changed work or condition, or delay event(s). The fragnet activities shall be logically linked to the affected activities to show the direct impact on the work.
  - c) Show the current status of the completed and on-going activities as of the date the change in the Work was authorized or the changed condition was encountered or the delay event started.
  - d) Depict the schedule impact by showing a comparison between the impacted Progress Schedule Update and the most recently accepted Progress Schedule Update with a data date closest to and prior to the earlier of the date the change in the Work was authorized or the changed condition or delay event was encountered.
  - e) Depict the overall impact on the project critical path, Contract interim milestone(s), other significant dates, and the Contract fixed completion date, as applicable.
2. A written SIA statement to:
- a) Describe the type, cause, and scope of the added work, changed work or condition, or delay event.
  - b) Provide sequence and timing of events and/or actions by all involved parties relating to the change or delay.
  - c) Describe the particular operations affected as well as identify by Activity ID and Activity Name the activities that are directly impacted.
  - d) Describe the impact on the critical path, total float, Contract interim milestone(s), other significant dates, or the Contract fixed completion date, as applicable.
  - e) Include a comparative analysis report relative to the currently accepted Progress Schedule Update to identify all changes made to the impacted Progress Schedule.
  - f) Identify any actions taken and/or needed to avoid or mitigate the delay or the effects of the delay.

Approval or rejection of the SIA by Engineer shall be made within ten (10) business days after receipt of the SIA, unless subsequent meetings and negotiations are necessary, as determined by the Engineer. Upon approval by the Engineer, the Contractor shall incorporate the SIA into the Progress Schedule and shall submit the impacted Progress Schedule as a Progress Schedule Update or Revised Progress Schedule as directed by the Engineer. If appropriate, the approved SIA shall be used to substantiate any request for a time extension or time-related damages or additional compensations, in accordance

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with the applicable portions of Sections 104.02, 104.03, 105.08, 108.04, and 109.05 of the Specifications.

#### **IV. DETAILED REQUIREMENTS FOR PROGRESS SCHEDULE SUBMISSIONS**

**A. Progress Schedule** – The Progress Schedule shall conform to the following requirements:

1. Software Compatibility Requirements: The Contractor shall submit his/her Progress Schedule in the Primavera proprietary exchange format (XER) to ensure compatibility with the Department's scheduling software system. The Department's scheduling software system is the latest version of Primavera's Project Management software (currently P6 version 6.2). Compatible shall mean that the Contractor-provided electronic file versions of the schedule can be imported into the Department's scheduling software system with no modifications, preparation or adjustments. For projects that are included in a multi-contract mega-project, the Contractor shall prepare and maintain his/her Progress Schedule in the Department's scheduling software system. At the Contractor's request, secured access via the internet may be granted to allow the Contractor to develop and maintain his/her Progress Schedule in the Department's scheduling software system. The Progress Schedule shall be submitted in accordance with Section V.
2. Software Settings: If Primavera (P6) or equivalent scheduling software with similar features is used to prepare the Progress Schedule, the Contractor shall define the project attributes and schedule calculation options in accordance with the software settings detail requirements defined in the VDOT Post-award Scheduling Guide.
3. Work Breakdown Structure (WBS): The Baseline Progress Schedule shall be organized using a multi-level hierarchical Work Breakdown Structure (WBS). The Contractor shall define a project WBS to allow for a hierarchical organization and breakdown of the Work based on the Contractor's approach and in accordance with the phasing/sequence of construction and traffic control plans as specified in the Contract or as approved by the Engineer.
4. Activity Codes: The Contractor shall define and assign as appropriate, activity codes to allow for filtering, grouping, and sorting of activities by Responsibility, Phase, Stage, Feature of Work, Area, Location, Work Type, Crew, and Contract Modification activity codes to facilitate review and use of the Progress Schedule. If Primavera (P6) or equivalent scheduling software with similar features is used to prepare the Progress Schedule, the Contractor shall define activity codes using the project-specific activity codes option. Use of global activity codes shall not be allowed and shall be grounds for rejecting the Progress Schedule submission. Project-specific activity codes shall be defined and assigned in accordance with the detail requirements defined in the VDOT Post-award Scheduling Guide.
5. Calendars: The Contractor shall define and assign as appropriate, project-specific calendar to each activity to indicate when the activity can be performed. If Primavera (P6) or equivalent scheduling software with similar features is used to prepare the Progress Schedule, the Contractor shall define the project calendars using the project-specific option. The project calendars shall indicate, as applicable, the standard working hours per day, standard working days per

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week, and non-work days such as week-ends, holidays, weather days, local events, environmental, time-of-year restrictions, etc. Use of global calendars shall not be allowed and shall be grounds for rejecting the Progress Schedule submission. The project-specific calendars shall be defined in accordance with the detail requirements defined in the VDOT Post-award Scheduling Guide.

6. Level of Detail: The Contractor shall develop the Progress Schedule to an appropriate level of detail that allows for the formation of a reasonable critical path. The Progress Schedule shall show as applicable, Contract milestones and other key milestones for significant project events. The Progress Schedule shall also show, as applicable, administrative, procurement, MOT, work to be performed by other involved parties, discrete work activities to indicate the type of operation and location of the work, and other necessary time-based tasks required for completion of the project. The Work shall be sub-divided as practical, to such a level that the activity durations for on-site work excluding, activities whose durations are specified elsewhere in the Contract, are twenty (20) workdays or less. Longer durations may be allowed, as approved by the Engineer, for activities that typically span long periods of time such as fabrication and delivery of materials, administrative, MOT, or other such level of effort activities.
7. Network Logic: The Progress Schedule network logic shall be based on the Precedence Diagram Method (PDM) and shall show the order and interdependence of the activities and the sequence in which the Contractor proposes to accomplish the Work. The Contractor shall apply the Critical Path Method (CPM) of network calculation to generate the Progress Schedule. The project critical path shall be based on the "Longest Path". The Progress Schedule network logic shall be developed in accordance with the detail requirements defined in the VDOT Post-award Scheduling Guide.
8. Schedule Constraints: All Contract milestone activities shall be constrained, as applicable, with a "Start On or After" (Early Start) date or "Finish On or Before" (Late Finish) date equal to the "Start No Earlier Than" or "Must Finish By" date specified in the Contract, except as specified below. The Contractor's use of schedule constraints with the exception of the specific requirements defined below is not allowed, unless approved by the Engineer. The use of schedule constraints such as "Start On" or "Finish On" for the purpose of manipulating float or the use of schedule constraints that violate network logic such "Mandatory Start" or "Mandatory Finish" will not be allowed. When a schedule constraint is used, other than the schedule constraints specified herein, the Contractor shall provide explanation for the use of such constraint in the Progress Schedule or Progress Schedule Narrative.
  - a) For Contracts that include an "Early Completion" incentive provision to finish earlier or no later than a Contract specified interim completion milestone date, the "Early Completion" incentive interim milestone - activity shall be constrained with a "Finish On or Before" date equal to the Contractor's proposed early completion interim milestone date or the Contract specified "Early Completion" interim milestone date for the maximum early completion incentive allowed in the Contract, whichever is later.
  - b) For Contracts that include a "Must Finish By" disincentive provision for finishing later than a Contract specified interim completion milestone date, the disincentive interim milestone activity shall be constrained with

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a "Finish On or Before" date equal to the Contract specified "Must Finish By" interim completion milestone date.

9. Data Date: The data date is defined as the current status date of the Progress Schedule, which defines the start date for the scheduled remaining Work. All Progress Schedule submissions shall be calculated using an appropriate data date to indicate the status of the project at the time the Progress Schedule is submitted.
- a) For the Preliminary, Baseline, or subsequent Revised Progress Schedule submission, the data date shall be no more than five (5) business days prior to the submittal date.
  - b) For the monthly Progress Schedule Update submissions the data date shall be the Contractor's monthly progress estimate date as defined in Section 109.08(a) of the Specifications.
10. Total Float: This section is intended to apply only to considerations of Contract time extension requests relative to available total float. Considerations for other time-related impacts, if any, are covered in other Sections of the Specifications. Any request for a Contract time extension will be evaluated, in accordance with Section 108.04, based on the critical path and available total float. Total float is defined as the amount of time, typically expressed in days (number of workdays or calendar days depending on the assigned calendar), that an activity can be delayed without extending the completion date of a related Contract interim milestone or the project, as applicable. Except as specified herein, total float shall be calculated, as applicable, relative to a constrained Contract interim milestone date or the Contract fixed completion date specified in the Contract or a subsequent Work Order.

For Contracts that include a disincentive only provision for finishing later than a Contract specified "Must Finish By" interim milestone date, total float shall be calculated relative to the Contract specified "Must Finish By" date. For Contracts that include an early completion incentive/disincentive provision to finish earlier or no later than a Contract specified "Must Finish By" interim milestone date, total float shall be calculated relative to the later of either the Contractor's proposed early completion date or the Contract specified early completion date for the maximum early completion incentive allowed in the Contract. In which case, the Contractor shall declare in writing, at the time of submitting his/her Baseline Progress Schedule or as specified in the incentive/disincentive provision, his/her intended early completion date(s) for the applicable Contract interim milestone or Contract fixed completion, as reflected on the Baseline Progress Schedule.

With the exception of A+B based Contracts, any float available in the Progress Schedule, at any time, shall be considered project float and is not for the exclusive use or benefit of either the Department or the Contractor. It shall be understood by the Contractor and the Department that float is a shared commodity and either party has the right to full use of any available float. Until such time that all available float is depleted, the project float shall be used responsibly in the best interest of the project and in a manner that best serves the timely completion of the Work by either a specified Contract interim milestone or the Contract fixed completion date, as applicable.

For A+B based Contracts for which the Contractor bids the Contract time and/or Contract interim milestone(s), any float on a critical activity or activities on the

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critical path shall belong to the Contractor and any float on non-critical activities or activities not on the critical path shall belong to the project and shall be considered available project float for use by either the Department or the Contractor for the benefit of the project.

The Contractor shall not modify the Progress Schedule at any time for the purpose of manipulating float. Negative float conditions will not be allowed in the Preliminary, Baseline, or Revised Progress Schedule.

11. Cost Loading: The Contractor shall cost load each activity in the Progress Schedule that represents work that will be measured for payment. The Progress Schedule shall be reasonably cost loaded to allow for accurate determination of progress of the individual activities and the overall progress of the Work based on total actual cost (earnings). For the purposes of this provision, "cost" shall mean the proportion of the Contract bid item amount of the work that the activity represents. At the Contractor's discretion, a bid item may be assigned to multiple activities or multiple bid items may be assigned to an activity as appropriate. Supporting items of work such as MOT, flagging, E&S, etc., that are typically performed intermittently over long periods of time may be assigned to a summary "Level of Effort" activity as appropriate. The Progress Schedule shall be cost loaded using the software "Material" resource type and in accordance with the following:
- a) "Material" resources shall be defined for each Contract line item as shown on the Contract Schedule of Items and assigned to the applicable activities. The Resource ID shall be unique and shall be based on the associated Contract Bid Item Number and prefixed by the Contract ID (e.g., C00012345B01.00100).
  - b) Quantities and costs shall be assigned to applicable activities to allow for an accurate determination of progress of the activity based on total units (quantity) of work completed.
  - c) Activities shall be cost-loaded to allow for summarization of the budgeted quantity and budgeted costs by Resource ID. The aggregate sum of the budgeted quantity and budgeted costs for all activities to which the resource is assigned shall equal the total Contract amount for the associated Contract Bid Item Number as shown in the Contract Schedule of Items.
  - d) The aggregate sum of the budgeted costs for all cost loaded activities shall equal the Total Contract Value. Total Contract Value will be considered to mean the current Contract amount including the original Contract amount and any authorized adjustments for changes in the Work in accordance with, but are not limited to, the provisions of Sections 109.04 and 109.05 of the Specifications.
  - e) Anticipated payments for Material on Hand in accordance with Section 109.09 of the Specifications or for other adjustments such as asphalt, fuel, retainage, incentives, disincentives, etc., will not be considered in the Progress Schedule, unless specifically directed otherwise by the Engineer.
12. Progress Schedule Update: The Progress Schedule Update shall reflect the actual status of the Work and the current plan to complete the remaining work as

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of the current data date. It shall show the actual start/finish dates for each completed activity and the actual start date, remaining duration, and progress (percent complete) of each on-going activity. The Progress Schedule Update shall allow for an accurate determination of progress of completed and on-going work based on total actual cost (earnings) to date; as well as an accurate projection of the anticipated monthly earnings for the remaining work based on remaining cost. The Progress Schedule Update shall be based on the most recently accepted Progress Schedule and shall be prepared in accordance with the detail requirements defined in the VDOT Post-award Scheduling Guide.

**B. Progress Schedule Narrative** – As specified in Section II of this provision, a Baseline Progress Schedule Narrative shall be submitted with the Baseline Progress Schedule submission and a Progress Schedule Update Narrative shall be submitted with the Progress Schedule Update submission. The Progress Schedule Narrative shall be prepared in accordance with the following:

1. Baseline Progress Schedule Narrative: The Baseline Progress Schedule Narrative shall include the following written information:
  - a) The Contractor's overall plan describing:
    - i) The proposed overall sequence of construction, including where the work will begin and how the work will progress;
    - ii) The methodology, scheduling assumptions, and general procedures for completing each major feature of Work;
    - iii) A list of the major resources (number and type of crews and equipment) required to complete the project as scheduled. For early completion schedules (projects with an early completion interim milestone provision or projects with scheduled completion dates earlier than the Contract specified date by thirty (30) calendar days or more), the Contractor shall also provide a written resource plan for the major operations to demonstrate the Contractor's ability and commitment to provide resources at the level required to complete the work within the timeframes shown in the Progress Schedule;
    - iv) Anticipated daily production rates for each major operation.
  - b) A description of the project critical path.
  - c) A listing of the major milestone dates, including as applicable, Contract interim milestone(s), major traffic switches, start/finish milestones for each phase or stage of work, or related work to be performed by the Department or other involved parties.
  - d) A log identifying the schedule constraints used in the Progress Schedule and reason for using each constraint.
  - e) A description of the calendar(s) used in the Progress Schedule to indicate the Calendar ID, number of work days per week, number of shifts per day, and number of hours per day as well as the anticipated number of non-working days per month for each calendar with considerations, as applicable, for holidays, normal weather conditions; as well as for seasonal or other known or specified constraints and restrictions (i.e. traffic, local events, environmental, permits, utility, etc.).

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- f) A description of any known problems or anticipated issues that may impact the schedule; and any actions taken, proposed, or needed to correct the problems.
  2. Progress Schedule Update Narrative: The Progress Schedule Update Narrative shall include the following written information:
    - a) A description of the current status of the project in terms of the current actual percent complete by total earnings relative to the SOR planned percent complete; as well as the scheduled completion dates of the interim milestone(s) and project completion.
    - b) A description of any deviations from scheduled performance in terms of the scheduled completion dates of the interim milestone(s) and project completion since the previous schedule submission, including a statement explaining why any of the schedule milestone date(s) is forecast to occur after the specified date(s).
    - c) A description of the work performed since the previous Progress Schedule submission and any deviations from the work scheduled.
    - d) A description of major changes in the Contractor's work plan in terms of sequence of construction, shifts, manpower, equipment, or materials.
    - e) A description of any deviations in project critical path since the previous Progress Schedule submission.
    - f) A listing of adverse weather dates and number of days lost this period due to adverse weather or conditions resulting from adverse weather. List the activities affected and any impacts to the critical path.
    - g) A description of problems encountered or anticipated since the previous Progress Schedule submission, including an explanation of any corrective actions taken or required to be taken.
    - h) A description of work planned for the next update period and actions to be taken by the Department or other involved parties.
- C. Progress Earnings Schedule** – The Progress Earnings Schedule shall consist of the following:
1. Activity Cost-loading Report (ACR): An Activity Cost-loading Report (ACR) to show a listing of the budgeted costs for each cost loaded activity, an aggregate sum of the budgeted costs for each resource (bid item), and an overall summary of the budgeted costs for the project. The ACR shall be grouped by Resource ID and sorted by Activity ID and shall show for each activity the Activity ID, Activity Name, Price/Unit, Budgeted Unit (Quantity), Budgeted Cost, Actual Cost, Remaining Cost, and At Completion Cost.
  2. Progress Earnings Schedule S-Curve: The Progress Earnings Schedule shall depict in a Progress S-Curve the Contractor's anticipated monthly cumulative progress, expressed as a percentage of cumulative planned earnings to date relative to the Total Contract Value, based on remaining cost data generated from the cost-loaded Progress Schedule. The Progress Earnings Schedule shall be updated monthly to show the current actual monthly and cumulative earnings

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to date based on the Contractor's progress payment estimate and the projected monthly and cumulative earnings for the remaining payment periods based on the remaining cost data generated from the Progress Schedule. The Progress Earnings Schedule S-Curve shall be submitted in an electronic format on the VDOT Form C-13CPM.

## **V. REPORTING AND SUBMITTAL REQUIREMENTS FOR PROGRESS SCHEDULE SUBMISSIONS**

Unless directed otherwise by the Engineer, the Contractor shall submit for each Progress Schedule submission the following submittal items. Each electronic file submittal shall have a unique file name prefixed by the Contract ID to identify the Contract, submission type and order of submission, and date of submittal (e.g. C00012345B01\_B-1\_12-30-10.xer, C00012345B01\_U-1\_1-10-11.xer, etc.). The Progress Schedule submittals shall include:

1. A transmittal letter to the Engineer, identifying the date of submittal and which Progress Schedule is being submitted for review.
2. Two (2) sets of data compact disks (CD) containing the electronic working export file copy of the Progress Schedule in an "XER" file format in version 6.2 or lower. Each CD shall be labeled to indicate the Contract ID, type of submission, filename, and submittal date.
3. Two (2) sets of paper copies of the following schedule reports:
  - a) Schedule calculation log.
  - b) A legible time-scaled bar-chart plot of the Progress Schedule organized by WBS and sorted by early start to show for each activity: the Activity ID, Activity Name, Original Duration, Remaining Duration, Start and Finish dates, Activity Percent Complete, and Total Float. The bar-chart plot shall identify the project critical path (longest path).
4. Electronic file copies by email of the following:
  - a) A working export file of the Progress Schedule in an "XER" file format in version 6.2 or lower.
  - b) Electronic "PDF" copy of the tabular Predecessor/Successor report sorted in ascending order by Activity ID to show the following:
    - i) Activity ID;
    - ii) Activity Name;
    - iii) Original Duration;
    - iv) Remaining Duration;
    - v) Early Start;
    - vi) Early Finish;
    - vii) Late Start;
    - viii) Late Finish;
    - ix) Total Float;
    - x) Critical (Yes or No);
    - xi) Predecessors: Activity ID, Activity Name, Early Start, Early Finish, Relationship Type, Lag, Driving (Yes or No), Constraint, and Constraint Date;

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- xii) Successors: Activity ID, Activity Name, Early Start, Early Finish, Relationship Type, Lag, Driving (Yes or No), Constraint, and Constraint Date.
- c) Electronic "PDF" copy of the Progress Schedule Narrative.
- d) Electronic "PDF" copy of the Progress Earnings Activity Cost-loading Report (ACR).
- e) Electronic "PDF" copy of the Progress Earnings Schedule S-Curve.
- f) A working file of the Progress Earnings Schedule (VDOT Form C-13CPM).

## **VI. FAILURE TO SUBMIT PROGRESS SCHEDULES**

The Engineer will take necessary actions in accordance with the following for failure on the part of the Contractor to submit the required Progress Schedules:

1. If the Contractor fails to submit his/her complete Preliminary Progress Schedule at least two (2) business days prior to the Scheduling Conference, the Contractor shall not commence Work, with the exception of project start-up activities such as submittals, mobilization, surveying, construction access and signage, erosion and sedimentation controls, etc., until after seven (7) calendar days from the date the Contractor submits his/her complete Preliminary Progress Schedule, unless otherwise approved in writing by the Engineer.
2. If the Contractor fails to submit his/her complete Baseline Progress Schedule within forty-five (45) calendar days after the NTP date or as approved by the Engineer, the Engineer will delay approval of the Contractor's next monthly progress estimate following the due date of the Baseline Progress Schedule until such time as the Contractor has satisfied the submittal requirements.
3. If the Progress Schedule submission is deemed unacceptable by the Engineer; and the Contractor fails to submit an acceptable Progress Schedule within fourteen (14) calendar days after the Engineer's request, the Engineer will delay approval of the Contractor's next monthly progress estimate following the due date of the Progress Schedule until such time as the Contractor has satisfied the submittal requirements.
4. If the Contractor fails to provide a Progress Schedule Update or if a Revised Progress Schedule is required as specified herein and the Contractor fails to provide such a Progress Schedule, the Engineer will delay approval of the Contractor's next monthly progress estimate following the due date of the Progress Schedule until such time as the Contractor has satisfied the submittal requirements.
5. If the Contractor fails to provide an acceptable Final As-built Progress Schedule as specified, the Engineer will delay approval for payment of the Contractor's final progress estimate until such time as the Contractor has satisfied the submittal requirements.

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**Please note:** Delays resulting from the Contractor's failure to provide the Progress Schedule in accordance with the requirements set forth herein will not be considered just cause for extension of the Contract time limit or for additional compensation.

## **VII. REVIEW AND ACCEPTANCE**

The Engineer will review all Progress Schedule submissions within fourteen (14) calendar days of receipt of the Contractor's complete submittal, unless subsequent review meetings are necessary, as determined by the Engineer. The Engineer's review for acceptance will not commence until all required submittal items and schedule information as defined herein are provided. Acceptance by the Engineer will be based only on completeness and conformance with the requirements of the Contract.

If the Contractor's Progress Schedule submission is deemed to be acceptable, the Engineer will respond with a written notice of acceptance, which may include comments or minor concerns on the submission and/or a request for clarification or justification. When the Engineer's response include any comments, concerns, or request for clarification or justification, the Contractor shall respond accordingly within seven (7) calendar days of receipt of the Engineer's response. The Contractor's response may include a resubmission of the Progress Schedule to address the Engineer's comments or concerns or provide clarification or justification accordingly.

If the Contractor's Progress Schedule submission is deemed to be unacceptable, the Engineer will issue a written notification of non-conformance, which will include a request for resubmission and comments describing the deficiencies prompting the Engineer's decision. At the Engineer's discretion, the Contractor may be required to attend a schedule review meeting to discuss the issues prompting the Engineer's decision or to facilitate review and acceptance of the Progress Schedule submission.

When the Progress Schedule submission is deemed by the Engineer to be unacceptable, the Contractor shall revise and re-submit the Progress Schedule submission accordingly, within seven (7) calendar days of receipt of the Engineer's response.

Review and acceptance by the Engineer will not constitute a waiver of any Contract requirements and will in no way assign responsibilities of the work plan, scheduling assumptions, and validity of the schedule to the Department. Failure of the Contractor to include in the Progress Schedule any element of work required by the Contract for timely completion of the project will not excuse the Contractor from completing the Work within the Contract specified interim milestone(s) or the Contract time limit, as applicable.

## **VIII. MONITORING THE WORK AND ASSESSING PROGRESS**

**A. Monitoring The Work** – The Engineer will monitor the Work regularly to identify deviations from the Contractor's scheduled performance relative to the SOR. The Contractor shall notify the Engineer at least two (2) working days in advance of any changes in the Contractor's planned operations or critical stage work requiring Department oversight or inspection. The Contractor shall attend a monthly progress schedule meeting with the Engineer on a day agreed to by the Contractor and the Engineer. The Contractor shall furnish his/her detailed 30-day look-ahead schedule at the progress meeting and shall be prepared to discuss the current status of the Work and planned operations for the following thirty (30) calendar days. The 30-day look-ahead schedule shall be based on the Contractor's current monthly Progress Schedule Update.

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- B. Progress Evaluation** – Progress will be evaluated by the Engineer at the time of the monthly progress estimate relative to the SOR. The Contractor's actual progress will be considered unsatisfactory if any one of the following conditions occurs:
1. The actual total earnings to date percentage for work completed, based on the Contractor's progress payment estimate, falls behind the SOR planned cumulative late dates earnings percentage. Payments for Stored Materials, Materials on Hand, or Adjustments (asphalt, fuel, etc.) shall not be included in the actual progress earnings.
  2. The calculated completion date of a Contract interim milestone is later than the specified completion date by more than twenty-one (21) calendar days.
  3. The calculated project completion date is later than the Contract fixed completion date by more than forty-five (45) calendar days.
- C. Progress Deficiency and Schedule Slippage** – When the Contractor's actual progress is trending toward unsatisfactory status, the Engineer will request a meeting with the Contractor to discuss any actions taken or required by the Contractor to reverse this trend and to correct the progress deficiency or schedule slippage.

When the Contractor's actual progress is deemed unsatisfactory as defined by any one of the conditions listed under **Progress Evaluation** of this provision, the Engineer will issue a written notice of unsatisfactory performance to advise the Contractor that five (5) percent retainage of the monthly progress estimate is being withheld and will continue to be withheld as described in Section 109.08(c), for each month the Contractor's actual progress is determined to be unsatisfactory, unless there is a pending decision by the Engineer on a request for modification of the Contract for which the Contractor has previously provided documentation as required.

When the Contractor fails to respond with good faith efforts as described herein to restore satisfactory progress, the Engineer will issue a notice to indicate that he may recommend the Contractor be temporarily disqualified from bidding on Contracts with the Department as described in Section 102.08 of the Specifications, if progress remains unsatisfactory at the time of preparation of the next monthly progress estimate following the Engineer's notice. Prior to recommendation for removal from the list of pre-qualified bidders, the Engineer will allow the Contractor fourteen (14) calendar days from the date of the unsatisfactory performance notice to respond. Such "good faith" efforts shall be provided in sufficient detail to allow the Engineer to fully evaluate the Contractor's plans for recovery. As an example of good faith efforts, the Contractor may submit to the Engineer, a proposed recovery plan in the form of a Progress Schedule Update and a written statement to describe the Contractor's proposed actions and timeframe to correct the progress deficiency or schedule slippage. The Contractor may also submit to the Engineer a written explanation and supporting documentation to establish that such delinquency was attributable to conditions beyond his/her control. Any schedule adjustments resulting from a recovery plan will be reviewed in accordance with Section VII, but the modified Progress Schedule Update shall not replace the current SOR.

When the Engineer determines the Contractor's progress is again satisfactory the five (5) percent retainage previously withheld will be released to the Contractor in accordance with the provisions of Section 109.08 (c) of the Specifications.

If the Contractor is temporarily disqualified from bidding on Contracts with the Department, the Contractor will not be reinstated until either the Engineer deems that his/her progress has improved to the extent that the Work can be completed within the

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Contract time limit or the project has received final acceptance in accordance with the provisions of Section 108.09.

## **IX. MEASUREMENT AND PAYMENT**

Required Progress Schedule submissions will be measured and paid for in accordance with the following:

### **A. Basis of Payment – Progress payments will be made in accordance with the following:**

1. Progress payments for the Baseline Progress Schedule pay item will be made as follows:
  - a) A twenty-five (25) percent of the Contract bid item lump sum amount will be made upon acceptance of the Preliminary Progress Schedule submission.
  - b) A seventy-five (75) percent of the Contract bid item lump sum amount will be made upon acceptance of the Baseline Progress Schedule submission. When a Baseline Progress Schedule is provided in lieu of a Preliminary Progress Schedule, a payment of one hundred (100) percent of the Contract bid item lump sum amount will be made upon acceptance of the Baseline Progress Schedule submission.
2. Progress payments for the Progress Schedule Update pay item will be made as follows:
  - a) Progress payments of one each (1 EA) at the Contract bid item unit price will be made upon acceptance of the Progress Schedule Update submission.
  - b) A Revised Progress Schedule may be required in lieu of and paid for upon acceptance as a Progress Schedule Update, as determined by the Engineer. When a Revised Progress Schedule is required by the Engineer, in addition to a regular Progress Schedule Update submission, progress payments of one each (1 EA) at the Contract bid item unit price will be made under the pay item for Progress Schedule Updates upon acceptance of the Revised Progress Schedule submission.
  - c) Upon approval, the SIA shall be incorporated into the Progress Schedule Update or Revised Progress Schedule, as directed by the Engineer, and paid for as a Progress Schedule Update. When a SIA is required in addition to a regular Progress Schedule Update submission, progress payment of one each (1 EA) at the Contract bid item unit price will be made upon approval under the pay item for Progress Schedule Update.
  - d) Progress payments of one each (1 EA) at the Contract unit price will be made upon acceptance of the Final As-built Schedule submission.
3. No separate measurement and payment will be made for attendance of the Scheduling Conference, progress meetings or other schedule related meetings. All costs associated with attendance of the scheduling meetings will be considered incidental.

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- B. Payment Items** – Payments for all associated costs to attend schedule meetings, prepare, update, revise, and/or furnish the Progress Schedule will be made under the following pay items:

<b>Pay Item</b>	<b>Pay Unit</b>
Baseline Progress Schedule	Lump Sum
Progress Schedule Update	Each

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**GUIDELINES — THE CATEGORY OF PROGRESS SCHEDULE TO BE USED ON A PARTICULAR PROJECT IS DETERMINED BY THE PROJECT MANAGER (PM) FOR THAT PROJECT (SEE CD-2008-14). NOTE: ANY PROJECT-SPECIFIC SPs OR SPCNs RELATED TO PROGRESS SCHEDULES MUST BE REVIEWED AND APPROVED BY THE PROJECT PM AND STATE SCHEDULING ENGINEER. [Contact State Scheduling Engineer, Frank Gbinije (804) 786-2980, for clarification if project usage is unclear.] EXCEPTIONS: DO NOT USE ON EMERGENCY CONTRACT (See S100EE0 Emergency Contract Projects) OR ON-CALL PROJECTS.**

**S108M00-0808**

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**SCHEDULE OF OPERATIONS FOR CATEGORY M PROJECTS**

May 12, 2008

**Section 103.06(e) Progress Schedule** of the Specifications is deleted and replaced by this provision.

**Section 108.03 Progress Schedule** of the Specifications is deleted and replaced by this provision.

**General Requirements** – The Contractor shall plan and schedule the work and shall submit his overall work plan in the form of a written Schedule of Operations as described herein, for the Engineer's review and acceptance. The accepted Schedule of Operations will be used by the Engineer for planning and coordination of the Department activities, resources, and expenditures.

When preparing the Schedule of Operations, the Contractor shall consider all known constraints and restrictions such as holidays, seasonal, weather, traffic, utility, railroad, right-of-way, environmental, permits, or other known or specified limitations to the work.

At the Pre-Construction Conference the Contractor shall be prepared to discuss his planned or contemplated operations relative to the contract requirements and this special provision.

Delays resulting from the Contractor's failure to provide the Schedule of Operations will not be considered just cause for extension of the contract time limit or for additional compensation.

**Schedule of Operations** – The Contractor shall submit to the Engineer three (3) copies of the written Schedule of Operations at least seven (7) calendar days prior to beginning work. The Schedule of Operations shall represent the Contractor's overall work plan to accomplish the entire scope of work in accordance with the requirements of the Contract. The Schedule of Operations shall include all work including, as applicable, the work to be performed by sub-contractors, the Department, or others. The Schedule of Operations submittal shall consist of a written Narrative to:

- (a) Describe the Contractor's proposed general sequence to accomplish the work;
- (b) Indicate the general schedule of work to be completed each month in terms of the major operations, routes, or segments of work as delineated in the contract documents or in the absence of such delineations, as agreed to by the Contractor and the Engineer. A bar-chart schedule may be substituted at the Contractor's option.

**Two Week Look-ahead (TWLA) Schedule of Operations** – At least seven (7) calendar days prior to beginning work, the Contractor shall submit to the Engineer, an initial written TWLA Schedule of Operations for any work planned for the first two weeks. Every week thereafter, on a day agreed to by the Contractor and the Engineer, the Contractor shall submit to the Engineer, a written TWLA Schedule of Operations for the following two-week period. The TWLA schedule shall provide a detailed list of operations to indicate the type of operation, location(s) of the work, proposed working days and hours, and the start and finish dates for any work planned, started, in progress, or scheduled for completion during the two-week period. The TWLA Schedule of Operations shall also indicate any critical stage(s) of

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work requiring VDOT oversight or inspection. The Contractor shall submit three (3) copies of the TWLA Schedule of Operations to the Engineer in any legible format.

The Contractor may revise his TWLA Schedule of Operations at his discretion. However, the Contractor shall notify the Engineer at least forty-eight (48) working hours in advance of any changes in the Contractor's planned operations or critical stage work requiring Department oversight or inspection. In the event of extenuating circumstances deemed by the Engineer to be beyond the Contractor's control, the Engineer may grant verbal concurrence of changes in the Contractor's planned operations with less advance notice, as the need arises.

**Revised Schedule of Operations** – The Contractor may revise his overall plan of operations at any time, however, the Contractor shall submit a Revised Schedule of Operations to reflect any changes in his overall sequence of operations or general schedule. The Contractor may be required, as determined by the Engineer to submit a Revised Schedule of Operations. Circumstances that may prompt the Engineer's decision to request a Revised Schedule of Operations may include deviations from the overall sequence of operations or if the actual progress of work varies by one month or more from the currently accepted Schedule of Operations.

When required by the Engineer, the Revised Schedule of Operations shall be submitted within seven (7) calendar days of receipt of the Engineer's written request. The Revised Schedule of Operations shall be submitted in the form of the Schedule of Operations as defined herein, to reflect the changes in the Contractor's overall work plan. The accepted Revised Schedule of Operations will replace any previously accepted Schedule of Operations for the remainder of the work.

**Review and Acceptance** – The Engineer will review the Initial or subsequent Revised Schedule of Operations submittals for acceptance within seven (7) calendar days of receipt of the Contractor's complete submittal. Review and acceptance by the Engineer will be based on conformance with the requirements of this provision and the Contract.

Review and acceptance by the Engineer will not constitute a waiver of any contract requirements and will in no way assign responsibilities of the work plan, scheduling assumptions, and validity of the work plan or schedule to the Department. Failure of the Contractor to include in the Schedule of Operations any element of work required by the Contract for timely completion of the Contract shall not excuse the Contractor from his contractual obligations.

**Measurement and Payment** – Category M Schedule of Operations including the Initial and any subsequent Revised Schedule of Operations requested by the Engineer or originated by the Contractor, will not be measured or paid for separately. All associated costs to prepare, update, revise, and/or furnish the Schedule of Operations for Category M projects in accordance with the requirements herein shall be considered incidental to the work.

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**GUIDELINES — FOR PROJECTS REQUIRING STEEL PRICE ADJUSTMENTS.****S109D02-0815**VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**PRICE ADJUSTMENT FOR STEEL**

June 15, 2015

The Department will adjust monthly progress payments up or down as appropriate for cost changes in steel used on specific items of work identified in the contract in accordance with this provision. This Special Provision provides a master listing of standard bid items the Department has determined are eligible for steel price adjustment.

An automatically generated *project-specific* listing of *standard* bid items the Department has identified as eligible for steel price adjustment is included with the bidding proposal. Only items on this listing will be eligible for steel price adjustment. Generally, *non-standard* pay items will not be eligible for steel price adjustment unless such steel items are project-specific modifications of items normally eligible, are clearly and specifically identified by a separate and distinct steel pay item and the quantities present on the project constitute major items of the work. These items may be addressed by project specific provisions and their related pay items designated as being eligible in the bid proposal. Items eligible for steel price adjustment for a particular project will be shown on Form C-21C "Bid Items Eligible for Steel Price Adjustment" and included with the bidding documents. The Bidder may choose to have steel price adjustment applied to any, all or none of the eligible items shown on Form C-21C. The Bidder's selection of items for steel price adjustment or non-selection (non-participation) may not be changed once he has submitted Form C-21C to the Department

The Contractor shall use Form C-21C to submit to the State Contract Engineer, no later than 15 calendar days after the date of Contract Award letter, those pay items he chooses to have steel price adjustment applied on. Items the Contractor chooses for steel price adjustment must be designated by writing the word "Yes" in the column titled "Option" by each bid item chosen for adjustment. The Contractor's designations on Form C-21C must be written in ink or typed, and signed by the Contractor to be considered complete. Items not properly designated, or designated with "No" or left blank on the Contractor's C-21C "Bid Items Eligible for Steel Price Adjustment" form will automatically not be considered for adjustment. No steel items will be eligible for steel price adjustment on this project if the Contractor fails to return his Form C-21C on time.

**Please note:** Inventoried materials from the listing of eligible items are specifically excluded for consideration. Items from the listing of eligible items for which the Contractor has requested payment as Material on Hand in accordance with Section 109.09 are also specifically excluded for consideration past the delivery date to the fabricator. This provision also does not allow for price adjustment for embedded steel where the steel item is a component of the finished bid item and there is no separate or distinct payment for the steel item or for steel used for pre-tensioned or post-tensioned precast components where furnishing steel is included in the unit price of the finished bid item.

This provision shall apply only to material cost changes that occur between the date of the receipt of bids by the Department and the date the material is shipped to the fabricator. The Contractor, subcontractor and/or supplier are required to place their purchase order for the steel items designated in this contract for price adjustment within 30 calendar days after the date of execution of this contract with the Department. The timeliness of the Contractor's response is also to ensure the receipt of such items in a timely manner that shall not adversely affect his progress schedule or contract completion date. The items shall further be specifically stored, labeled, or tagged, recognizable by color marking, and identifiable by project for inspection and audit verification immediately upon arrival at the fabricator.

\*These SPECIFICATIONS REVISIONS are subject to change on short notice.

The Contractor shall submit documentation to the appropriate District Construction Engineer for all items listed in the Contract for which it is requesting a steel price adjustment. This documentation shall consist of material price quotes, bid papers, or other similar type of documentation satisfactory to the Department, and support the completion of the form establishing the average price per pound for the eligible steel bid item. The Contractor must use the format as shown with this provision; no other format for presenting this information will be permitted. The Contractor shall certify that all items of documentation are original and were used in the computation of the amount bid for the represented eligible pay items for the month bids were opened. This documentation shall support the base line material price ("Base Price") of the steel item only. No adjustment will be made for changes in other components of the contract unit bid price, including, but not limited to, fabrication, shipping, storage, handling, and erection.

The Contractor will not be eligible for price adjustment of steel items if he fails to submit specifically required information (i.e., purchase order, price data, bill of lading, material information or other requested information) as noted herein.

Price adjustment of each qualifying item will only be considered if there is an increase or decrease in the cost of eligible steel materials in excess of 10 percent up to a maximum of 60 percent from the Base Price when compared with the latest published price index ("Price Index") in effect at the time material is shipped to the fabricator.

The Price Index the Department is using is based on The U.S. Department of Labor, Bureau of Labor Statistics, Producers Price Index (PPI), which measures the average price change over time of the specific steel eligible item from the perspective of the seller of goods. The specific Producers Price Index (PPI) to be used to adjust the price for the eligible VDOT steel items is shown in the table below. **Please note:** The Producers Price Index (PPI) is subject to revision 4 months after original publication, therefore, price adjustments and payments will not be made until the index numbers are finalized.

Items under consideration for price adjustment will be compared to the steel category index items and the corresponding I.D. numbers shown in the table attached to the end of this provision.

The price adjustment will be determined by comparing the percentage of change in index value beyond 10 percent above or below the index on the bid date to the index value on the date the steel material is shipped to the fabricator (Please see included sample examples). Weights and date of shipment must be documented by a bill of lading provided to the Department. The final price adjustment dollar value will be determined by multiplying this percent increase or decrease in the index (after 10%) by the represented quantity of steel shipped, by the Base Price per pound subject to the limitations herein.

**Price increase/decrease will be computed as follows:**

$$A = B \times P \times Q$$

- Where;
- A = Steel price adjustment in lump sum dollars
  - B = Average weighted price of steel submitted with bid on project in \$ per pound
  - P = Adjusted percentage change in PPI average from shipping date to bid date minus 10% (0.10) threshold
  - Q = Total quantity of steel in pounds shipped to fabricator for specific project

Delays to the work caused by steel shortages may be justification for a contract time extension but will not constitute grounds for claims for standby equipment, extended office overhead, or other costs associated with such delays.

\*These SPECIFICATIONS REVISIONS are subject to change on short notice.

The Engineer will determine, and specify in the Work Order, the need for application of the adjustments herein to extra work on an individual basis.

This price adjustment is capped at 60 percent. This means the maximum "P" value for increase or decrease that can be used in the above equation is 50% (60%-10% threshold).

Calculations for price adjustment shall be shown separate from the monthly progress estimate and will not be included in the total cost of work for determination of progress or for extension of contract time.

Any apparent attempt to unbalance bids in favor of items subject to price adjustment may result in rejection of the bid proposal.

\*These SPECIFICATIONS REVISIONS are subject to change on short notice.

20-Jan-05

**Sample Form to be turned in for Steel Price Adjustment Provision**  
(All prices to be supported by project-specific quotes)

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**BID DATE**

28-Apr-04

Bid Item 61720 High Strength Structural Steel

Supplier	Description of material	Unit price f.o.b supplier \$/lbs	Quantity In lbs.	Price Extension	Date of Quote
XYZ mill	Structural beams Various sizes (see quote)	\$0.28	1,200,000	\$336,000.00	21-Apr-04
ABC distributing	Various channel & angle shapes (see quote)	\$0.32	35,000	\$11,200.00	20-Apr-04

Total                      1,235,000    \$347,200.00

Average weighted price =                      \$0.2816

Note: All prices are to include any surcharges on materials quoted as if they are shipped in the month the bid is submitted. Vendors must include this surcharge along with their base price on their quotes.

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\*These SPECIFICATIONS REVISIONS are subject to change on short notice.

20-Jan-05

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**Sample Calculation of a Price Adjustment (increase)**

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Project bid on April 28, 2004.

Project has 450,000 lb. of structural steel.

Orders placed in timely manner and according to contract.

Contractor's \*f.o.b. supplier price for the structural steel in bid is \$0.2816 per pound.                      \*free on board

Adjusted\*\* BLS Producers Price Index (PPI) most recently published average at time of bid is 139.6.

\*\* final change  
after 4 months

All steel shipped to fabricator in same month, October 2004.

Adjusted BLS Producers Price Index (PPI) most recently published average for month of October is 161.1

Adjustment formula is as follows:

$$A = B \times P \times Q$$

Where;

- A = Steel price adjustment in lump sum dollars
- B = Average weighted price of steel submitted with bid on project in \$ per pound
- P = Adjusted percentage change in PPI average from shipping date to bid date minus 10% (0.10) threshold
- Q = Total quantity of steel shipped to fabricator in October 2004 for this project in pounds

$$B = \$0.2816$$

$$P = (161.1 - 139.6) / 139.6 - 0.10 = 0.054$$

$$Q = 450,000 \text{ lb.}$$

$$A = 0.2816 \times 0.054 \times 450,000$$

$$A = \$6,842.88 \text{ pay adjustment to Contractor}$$

\*These SPECIFICATIONS REVISIONS are subject to change on short notice.

20-Jan-05

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**Sample Calculation of a Price Adjustment (decrease)**

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Project bid on April 28, 2004.

Project has 450,000 lb. of structural steel.

Orders placed in timely manner and according to contract.

Contractor's \*f.o.b. supplier price for structural steel in bid is \$0.2816 per pound. \*free on board

Adjusted BLS Producers Price Index (PPI) most recently published average at time of bid is 156.6.

All steel shipped to fabricator in same month, October 2004.

Adjusted BLS Producers Price Index (PPI) most recently published average for month of October is 136.3

Adjustment formula is as follows:

$$A = B \times P \times Q$$

- Where;
- A = Steel price adjustment in lump sum dollars
  - B = Average weighted price of steel submitted with bid on project in \$ per pound
  - P = Adjusted percentage change in PPI average from shipping date to bid date minus 10% (0.10) threshold
  - Q = Total quantity of steel shipped to fabricator in October 2004 for this project in pounds

$$B = \$0.2816$$

$$P = (156.6 - 136.3) / 156.6 - 0.10 = 0.030$$

$$Q = 450,000 \text{ lb.}$$

$$A = 0.2816 \times 0.030 \times 450,000$$

$$A = \$3,801.60 \text{ credit to Department}$$

\*These SPECIFICATIONS REVISIONS are subject to change on short notice.

**MASTER LISTING****STANDARD BID ITEMS ELIGIBLE FOR STEEL PRICE ADJUSTMENT**

Sept. 24, 2008 rev # 1 added 4 corrosion resistant re-bar items.  
 Dec. 4, 2008 rev # 2 deleted item 68138 straighten structural steel  
 January 14, 2009 rev # 3 identified BLS WPU used in \$ adjustment  
 March 18, 2009 added items 61813,68109 & 68110

**BLS Series I. D.**

<b>ITEM NUMBER</b>	<b>ITEM DESCRIPTION</b>	<b>UNITS</b>	<b>Number WPU used in \$ adjust.</b>
00519	SHEET PILE, STEEL	SF	avg. 1017 & 101
00540	REINF. STEEL	LB	101704
00541	CORROSION RESISTANT REINF.STEEL CL. I	LB	101704
00542	EPOXY COATED REINF. STEEL	LB	101704
00560	STRUCTURAL STEEL JB-1	LB	avg. 1017 & 101
11030	REINF. STEEL BRIDGE APPR. SLAB	LB	101704
11181	PATCH.HYDR.CEM.CONC. PAVE.	SY	101704
13290	GUARDRAIL GR-8 (NCHRP 350 TL-3)	LF	avg. 1017 & 101
13292	GUARDRAIL GR-8A (NCHRP 350 TL-3)	LF	avg. 1017 & 101
13294	GUARDRAIL GR-8B (NCHRP 350 TL-3)	LF	avg. 1017 & 101
13310	GUARDRAIL TERMINAL GR-6 (NCHRP 350)	LF	avg. 1017 & 101
13312	GUARDRAIL TERMINAL GR-7 (NCHRP 350)	EA	avg. 1017 & 101
13315	GUARDRAIL TERMINAL GR-11	EA	avg. 1017 & 101
13320	GUARDRAIL GR-2	LF	avg. 1017 & 101
13323	GUARDRAIL GR-2A	LF	avg. 1017 & 101
13331	RAD. GUARDRAIL GR-2	LF	avg. 1017 & 101
13333	RAD. GUARDRAIL GR-2A	LF	avg. 1017 & 101
13335	GUARDRAIL GR-3	LF	avg. 1017 & 101
13345	ALTERNATE BREAKAWAY CABLE TERMINAL(GR-9)	EA	avg. 1017 & 101
13351	GUARDRAIL GR-8	LF	avg. 1017 & 101
13352	GUARDRAIL GR-8A	LF	avg. 1017 & 101
13353	GUARDRAIL GR-8B	LF	avg. 1017 & 101
13355	GUARDRAIL GR-10	LF	avg. 1017 & 101
13421	MEDIAN BARRIER MB-3	LF	avg. 1017 & 101
13450	MEDIAN BARRIER MB-5	LF	avg. 1017 & 101
13451	MEDIAN BARRIER MB-5A	LF	avg. 1017 & 101
13452	MEDIAN BARRIER MB-5B	LF	avg. 1017 & 101
13545	REINF. STEEL	LB	101704
13594	TRAF. BARR. SER. GUARD RAIL TER. GR-7	EA	avg. 1017 & 101
13594	TRAF.BAR.SER.GD.RAIL TER. GR-7	EA	avg. 1017 & 101
14502	REINFORCING STEEL	LB	101704
15290	PATCH.CEM.CONC.PAVE.TY.CRCP-A	SY	101704
15302	PATCH.CEM.CONC.PAVE. TY. II	SY	101704
15305	PATCH.CEM.CONC.PAVE.TY. IV-A	SY	101704
17323	GUARDRAIL BEAM	LF	avg. 1017 & 101
17325	RADIAL GUARDRAIL BEAM	LF	avg. 1017 & 101
17327	RUB RAIL	LF	avg. 1017 & 101
17342	STEEL TUBE GR-7	EA	avg. 1017 & 101
17348	BREAKAWAY POST GR-7	EA	101704
17353	CABLE GR-3	LF	avg. 1017 & 101
17381	POST (BENT PLATE OR S 75 X 8.5 STEEL) GR	EA	avg. 1017 & 101
22501	FENCE FE-W1	LF	avg. 1017 & 101
22643	FENCE FE-CL	LF	avg. 1017 & 101
22645	FENCE FE-CL VINYL COATED	LF	avg. 1017 & 101
23043	WATER GATE FE-4 TY.III	LF	avg. 1017 & 101

\*These SPECIFICATIONS REVISIONS are subject to change on short notice.

23501	FENCE FE-W1 (FABRIC ONLY)	LF	avg. 1017 & 101
45522	4" STEEL ENCASE. PIPE	LF	101706
45532	6" STEEL ENCASE. PIPE	LF	101706
45562	16" STEEL ENCASE. PIPE	LF	101706
45572	18" STEEL ENCASE. PIPE	LF	101706
45582	24" STEEL ENCASE. PIPE	LF	101706
45584	24" JACKED STEEL ENCASUREMENT PIPE	LF	101706
45592	30" STEEL ENCASE. PIPE	LF	101706
50402	SIGN POST STEEL 3"	LF	101706
50404	SIGN POST STEEL 4"	LF	101706
50406	SIGN POST STEEL 6"	LF	101706
50410	SIGN POST STEEL 10"	LF	101706
50412	SIGN POST STEEL 12"	LF	101706
50414	SIGN POST STEEL 14"	LF	101706
50416	SIGN POST STEEL 16"	LF	101706
50418	SIGN POST STEEL 18"	LF	101706
51317	SIG. POLE MP-1 20' ONE ARM 30'	EA	101706
51319	SIG. POLE MP-1 20' ONE ARM 32'	EA	101706
51325	SIG. POLE MP-1 20' ONE ARM 38'	EA	101706
51327	SIG. POLE MP-1 20' ONE ARM 40'	EA	101706
51329	SIG. POLE MP-1 20' ONE ARM 42'	EA	101706
51331	SIG. POLE MP-1 20' ONE ARM 44'	EA	101706
51337	SIG. POLE MP-1 20' ONE ARM 50'	EA	101706
51339	SIG. POLE MP-1 20' ONE ARM 52'	EA	101706
51341	SIG. POLE MP-1 20' ONE ARM 54'	EA	101706
51344	SIG. POLE MP-1 20' ONE ARM 56'	EA	101706
51346	SIG. POLE MP-1 20' ONE ARM 58'	EA	101706
51347	SIG. POLE MP-1 20' ONE ARM 60'	EA	101706
51348	SIG. POLE MP-1 20' ONE ARM 62'	EA	101706
51368	SIG. POLE MP-1 20' TWO ARMS 36' & 42'	EA	101706
51400	SIG. POLE MP-1 CO. LU. ONE ARM 38	EA	101706
51402	SIG. POLE MP-1 CO. LU. ONE ARM 40	EA	101706
51408	SIG. POLE MP-1 CO. LU. ONE ARM 46	EA	101706
51412	SIG. POLE MP-1 CO. LU. ONE ARM 50	EA	101706
51414	SIG. POLE MP-1 CO. LU. ONE ARM 52	EA	101706
51416	SIG. POLE MP-1 CO. LU. ONE ARM 54	EA	101706
51418	SIG. POLE MP-1 CO. LU. ONE ARM 56	EA	101706
51420	SIG. POLE MP-1 CO. LU. ONE ARM 58	EA	101706
51422	SIG. POLE MP-1 CO. LU. ONE ARM 60	EA	101706
55162	LIGHTING POLE LP-1 30'-4'	EA	101706
55163	LIGHTING POLE LP-1 30'-6'	EA	101706
55166	LIGHTING POLE LP-1 30'-12'	EA	101706
55169	LIGHTING POLE LP-1 35'-6'	EA	101706
55171	LIGHTING POLE LP-1 35'-10'	EA	101706
55176	LIGHTING POLE LP-1 40'-8'	EA	101706
55185	LIGHTING POLE LP-2 TYPE A	EA	101706
55186	LIGHTING POLE LP-2 TYPE B	EA	101706
55187	LIGHTING POLE LP-2 TYPE C	EA	101706
55188	LIGHTING POLE LP-2 TYPE D	EA	101706
55189	LIGHTING POLE LP-2 TYPE E	EA	101706
55190	LIGHTING POLE LP-2 TYPE F	EA	101706
55192	LIGHTING POLE LP-2 TYPE H	EA	101706
60452	REINF. STEEL BRIDGE APPR. SLAB	LB	101704
61700	REINF. STEEL	LB	101704
61704	CORROSION RESISTANT REINF. STEEL	LB	101704
61705	EPOXY COATED REINF. STEEL	LB	101704
61711	CORROSION RESISTANT REINF. STEEL CL. I	LB	101704

\*These SPECIFICATIONS REVISIONS are subject to change on short notice.

61712	CORROSION RESISTANT REINF.STEEL CL. II	LB	101704
61713	CORROSION RESISTANT REINF.STEEL CL. III	LB	101704
61750	STRUCT.STEEL HIGH STRG.PLT.GIRDERS	LB	avg. 1017 & 101
61811	STR.STEEL PLATE GIRDER ASTM A709 GRADE50	LB	avg. 1017 & 101
61812	STR.STEEL PLATE GIRDER ASTM A709 GRADE50	LB	avg. 1017 & 101
61813	STR.STEEL PLATE GIRDER ASTM A709 GRADEHPS50W	LB	avg. 1017 & 101
61814	STR.STEEL PLATE GIRDER ASTM A709 GRADEHPS70W	LB	avg. 1017 & 101
61820	STR.STEEL ROLLED BEAM ASTM A709 GRADE 36	LB	avg. 1017 & 101
61821	STR.STEEL ROLLED BEAM ASTM A709 GRADE50	LB	avg. 1017 & 101
61822	STR.STEEL ROLLED BEAM ASTM A709 GRADE50W	LB	avg. 1017 & 101
61990	STEEL GRID FLOOR	SF	avg. 1017 & 101
64110	STEEL PILES 10"	LF	avg. 1017 & 101
64112	STEEL PILES 12"	LF	avg. 1017 & 101
64114	STEEL PILES 14"	LF	avg. 1017 & 101
64768	DRIVING TEST FOR 12" STEEL PILE	LF	avg. 1017 & 101
64778	DRIVING TEST FOR 14" STEEL PILE	LF	avg. 1017 & 101
65200	REINF. STEEL	LB	101704
65204	CORROSION RESISTANT REINF. STEEL	LB	101704
65205	EPOXY COATED REINF. STEEL	LB	101704
65211	CORROSION RESISTANT REINF.STEEL CL. I	LB	101704
65212	CORROSION RESISTANT REINF.STEEL CL. II	LB	101704
65213	CORROSION RESISTANT REINF.STEEL CL. III	LB	101704
67086	PED. FENCE 6'	LF	avg. 1017 & 101
67088	PED. FENCE 8'	LF	avg. 1017 & 101
67089	PED. FENCE 10'	LF	avg. 1017 & 101
68091	CORROSION RESISTANT REINF.STEEL CL. I	LB	101704
68092	CORROSION RESISTANT REINF.STEEL CL. II	LB	101704
68093	CORROSION RESISTANT REINF.STEEL CL. III	LB	101704
68100	REINF. STEEL	LB	101704
68104	CORROSION RESISTANT REINF. STEEL	LB	101704
68105	EPOXY COATED REINF. STEEL	LB	101704
68107	STR.STEEL PLATE GIRDER ASTM A709 GRADE50	LB	avg. 1017 & 101
68108	STR. STEEL PLATE GIRDER ASTM A709 GR50W	LB	avg. 1017 & 101
68109	STR. STEEL PLATE GIRDER ASTM A709 GR.HPS50W	LB	avg. 1017 & 101
68110	STR. STEEL PLATE GIRDER ASTM A709 GR.HPS70W	LB	avg. 1017 & 101
68112	STR.STEEL ROLLED BEAM ASTM A709 GR.36	LB	avg. 1017 & 101
68113	STR.STEEL ROLLED BEAM ASTM A709 GR.50	LB	avg. 1017 & 101
68114	STR.STEEL ROLLED BEAM ASTM A709 GR. 50W	LB	avg. 1017 & 101
68115	STRUCT. STEEL	LB	avg. 1017 & 101
68270	REINF. STEEL BRIDGE APPR. SLAB	LB	101704
69060	SHEET PILES, STEEL	SF	avg. 1017 & 101
69091	CORROSION RESISTANT REINF.STEEL CL. I	LB	101704
69092	CORROSION RESISTANT REINF.STEEL CL. II	LB	101704
69093	CORROSION RESISTANT REINF.STEEL CL. III	LB	101704
69100	REINF. STEEL	LB	101704
69104	CORROSION RESISTANT REINF. STEEL	LB	101704
69105	EPOXY COATED REINF. STEEL	LB	101704
69110	STEEL PILES 10"	LF	avg. 1017 & 101
69112	STEEL PILE 12"	LF	avg. 1017 & 101
69113	DRIVING TEST FOR 12" STEEL PILE	LF	avg. 1017 & 101

\*These SPECIFICATIONS REVISIONS are subject to change on short notice.

**GUIDELINES — FOR PROJECTS REQUIRING FUEL ADJUSTMENT AS AN OPTION.****S109F01-0815****VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
OPTIONAL ADJUSTMENT FOR FUEL**

July 1, 2015

The Department will adjust monthly progress payments up or down as appropriate for cost changes in fuel used on specific items of work identified in this provision. The Department will provide a master listing of standard bid items eligible for fuel adjustment on its website.

Included with this proposal is a listing of standard bid items the Department has identified as eligible for fuel adjustment on this project(s) as well as the respective fuel factors per pay unit for those items. Only items on this listing will be eligible for adjustment. The fuel usage factor for each item is considered inclusive of all fuel usage. Generally, non-standard pay items are not eligible for fuel adjustment.

The listing of eligible items applicable to this particular project is shown on Form C-21B "Bid Items Eligible for Fuel Adjustment" included with the bidding documents. The Bidder may choose to have fuel adjustment applied to any or all eligible items on this project's listing by designating the items for which the fuel adjustment will apply. The Bidder's selection of items for fuel adjustment may not be changed once he has submitted Form C-21B to the Department.

In order to be eligible for fuel adjustment under this provision, the apparent lowest responsive and responsible Bidder shall clearly identify on Form C-21B those pay items he chooses to have fuel adjustment applied on. Within 21 days after the receipt of bids the apparent successful Bidder shall submit his designated items on Form C-21B to the Contract Engineer. Items the successful Bidder chooses for fuel adjustment must be designated by writing the word "Yes" in the column titled "Option" by each bid item chosen for fuel adjustment. The successful Bidder's designations on Form C-21B must be written in ink or typed, and signed by this Bidder to be considered complete. Items not properly designated or left blank on the Bidder's C-21B "Bid Items Eligible for Fuel Adjustment" form may be not considered for adjustment. If the apparent successful Bidder fails to return his Form C-21B within the timeframe specified, items will not be eligible for fuel adjustment on this project.

The monthly index price to be used in the administration of this provision will be calculated by the Department from the Diesel fuel prices published by the U. S. Department of Energy, Energy Information Administration on highway diesel prices, for the Lower Atlantic region. The monthly index price will be the price for diesel fuel calculated by averaging each of the weekly posted prices for that particular month.

For the purposes of this provision, the base index price will be calculated using the data from the month preceding the receipt of bids. The base index price will be posted by the Department at the beginning of the month for all bids received during that month.

The current index price will be posted by the Department and will be calculated using the data from the month preceding the particular estimate being vouchered for payment.

The current monthly quantity for eligible items of work selected by the Contractor for fuel adjustment will be multiplied by the appropriate fuel factor to determine the gallons of fuel to be cost adjusted. The amount of adjustment per gallon will be the net difference between the current index price and the base index price. Computation for adjustment will be made as follows:

\*These SPECIFICATIONS REVISIONS are subject to change on short notice.

$$S = (E - B) QF$$

Where; S = Monetary amount of the adjustment (plus or minus)

B = Base index price

E = Current index price

Q = Quantity of individual units of work

F = Appropriate fuel factor

Adjustments will not be made for work performed beyond the original contract time limit unless the original time limit has been changed by an executed Work Order.

If new pay items are added to this contract by Work Order and they are listed on Department's master listing of eligible items, the Work Order must indicate which of these individual items will be fuel adjusted; otherwise, those items will not be fuel adjusted. If applicable, designating which new pay items will be added for fuel adjustment must be determined during development of the Work Order and clearly shown on Form C-10 Work Order. The Base Index price on any new eligible pay items added by Work Order will be the Base Index price posted for the month in which bids were received for that particular project. The Current Index price for any new eligible pay items added by Work Order will be the Index price posted for the month preceding the estimate on which the Work Order is paid.

When quantities differ between the last monthly estimate prepared upon final acceptance and the final estimate, adjustment will be made using the appropriate current index for the period in which that specific item of work was last performed.

In the event any of the base fuel prices in this contract increase more than 100 percent (i.e. fuel prices double), the Engineer will review each affected item of work and give the Contractor written notice if work is to stop on any affected item of work. The Department reserves the right to reduce, eliminate or renegotiate the unit price for remaining portions of affected items of work.

Any amounts resulting from fuel adjustment will not be included in the total cost of work for determination of progress or for extension of contract time.

\*These SPECIFICATIONS REVISIONS are subject to change on short notice.

**GUIDELINES - FOR ALL PROJECTS CONTAINING ELIGIBLE ASPHALT MATERIALS ON THE ATTACHED MASTER LIST. FOR E MIXES OR MODIFIED D&E MIXES, INCLUDE SPCN c109g07 PG 64V-28 Asp Cement Adjustment.**

**S109G08-0116**

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**ASPHALT MATERIAL PRICE ADJUSTMENT**

January 5, 2016

All asphalt material contained in the attached master listing of eligible bid items and designated by pay items in the contract will be price adjusted in accordance with the provisions as set forth herein. Other items will not be adjusted, except as otherwise specified in the contract. If new pay items which contain asphalt material are established by Work Order, they will not be subject to Price Adjustment unless specifically designated in the Work Order to be subject to Price Adjustment.

Each month, the Department will publish an average state-wide PG 64S-22 f.o.b. price per ton and an average PG 64E-22 f.o.b. price per ton developed from the average terminal prices provided to the Department from suppliers of asphalt cement to contractors doing work in Virginia. The Department will collect terminal prices from approximately 12 terminals each month. These prices will be received once each month from suppliers on or about the last weekday of the month. The high and low prices will be eliminated and the remaining values averaged to establish the average statewide price for the following month. The monthly state-wide average price will be posted on the Construction Division website on or about the first weekday of the following month. In the event the average prices were to change by 10 percent or more of the Base Index during the middle of the month the Contractor can submit a letter to the Department and supplier that provides evidence of the difference in price. Upon receipt of the letter consideration will be given to extend additional adjustments as deemed necessary.

This monthly statewide average price will be the Base Index for all contracts on which bids are received during the calendar month of its posting and will be the Current Index for all asphalt placed during the calendar month of its posting. In the event an index changes radically from the apparent trend, as determined by the Engineer, the Department may establish an index which it determines to best reflect the trend.

The amount of adjustment applied will be based on the difference between the contract Base Index and the Current Index for the applicable calendar month during which the work is performed. The quantity of asphalt cement for asphalt concrete pavement to which adjustment will be applied will be the quantity based on the percent of asphalt cement shown on the appropriate approved job mix formula.

Adjustment of any asphalt material other than PG 64S-22 and PG 64E-22 will be based on the indexes for PG 64S-22.

The quantity of asphalt emulsion for surface treatments to which adjustment will be applied will be the quantity based on 65 percent residual asphalt.

Price adjustment will be shown as a separate entry on the monthly progress estimate; however, such adjustment will not be included in the total cost of the work for progress determination or for extension of contract time.

Any apparent attempt to unbalance bids in favor of items subject to price adjustment or failure to submit required cost and price data as noted hereinbefore may result in rejection of the bid proposal.

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**VIRGINIA DEPARTMENT OF TRANSPORTATION  
MASTER LISTING OF  
ASPHALT MATERIAL ITEMS ELIGIBLE FOR PRICE ADJUSTMENT**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNITS</b>	<b>SPECIFICATION</b>
10062	Asphalt-Stab. Open-Graded Material	Ton	313
10416	Liquid Asphalt	Gal	311 312
10420	Blotted Seal Coat Ty. B	SY	ATTD
10422	Blotted Seal Coat Ty. C	SY	ATTD
10423	Blotted Seal Coat Ty. C-1	SY	ATTD
10424	Blotted Seal Coat Ty. D	SY	ATTD
10598	Ns Asphalt Concrete	Ton	315
10603	Asphalt Concrete Ty. SM-19.0A	Ton	315
10604	Asphalt Concrete Ty. SM-19.0D	Ton	315
10605	Asphalt Concrete Ty. SM-19.0E (76-22 or 64E)	Ton	315
10606	Asphalt Concrete Ty. SM-9.5	Ton	315
10607	Asphalt Concrete Ty. SM-12.5A	Ton	315
10608	Asphalt Concrete Ty. SM-12.5D	Ton	315
10609	Asphalt Concrete Ty. SM-12.5E (64E-22)	Ton	315
10610	Asphalt Concrete Ty. IM-19.0A	Ton	315
10611	Asphalt Concrete Ty. IM-19.0D	Ton	315
10612	Asphalt Conc. Base Cr. Ty. BM-25.0	Ton	315
10613	Asphalt Concrete Ty. BM-37.5	Ton	315
10614	Asphalt Concrete Ty. IM-19.0E (76-22 or 64E)	Ton	315
10635	Asphalt Concrete Ty. SM-9.5A	Ton	315
10636	Asphalt Concrete Ty. SM-9.5D	Ton	315
10637	Asphalt Concrete Ty. SM-9.5E (64E-22)	Ton	315
10639	Asphalt Concrete Ty. SM-19.0	Ton	315
10642	Asphalt Concrete Ty. BM-25.0A	Ton	315
10643	Asphalt Concrete Ty. BM-25.0D	Ton	315
10650	Stone Matrix Asphalt SMA-9.5(64H-22)	Ton	317
10651	Stone Matrix Asphalt SMA-9.5(64E-22)	Ton	317
10652	Stone Matrix Asphalt SMA-12.5(64H-22)	Ton	317
10653	Stone Matrix Asphalt SMA-12.5(64E-22)	Ton	317
10654	Stone Matrix Asphalt SMA-19.0(64H-22)	Ton	317
10655	Stone Matrix Asphalt SMA-19.0(64E-22)	Ton	317
10701	Liquid Asphalt Coating	SY	ATTD
12505	Asphalt Concrete Curb Backup Material	Ton	315
13240	Asphalt Concrete Sidewalk	Ton	504
16110	Emul. Asph. Slurry Seal Type A	SY	ATTD

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16120	Emul. Asph. Slurry Seal Type B	SY	ATTD
16130	Emul. Asph. Slurry Seal Type C	SY	ATTD
16144	Latex Mod. Emul. Treat. Type B	Ton	ATTD
16145	Latex Mod. Emul. Treat. Type C	Ton	ATTD
16146	Latex Mod. Emul. Treat. Rutfilling	Ton	ATTD
16161	Modified Single Seal	SY	ATTD
16162	Modified Double Seal	SY	ATTD
16249	Nontracking Tack Coat	Gal.	ATTD
16250	Liquid Asphalt Matl. CMS-2 (Mod)	Gal	ATTD
16251	Liquid Asphalt Matl. CMS-2	Gal	ATTD
16252	Liquid Asphalt Matl. CRS-2	Gal	ATTD
16253	Liquid Asphalt Matl. CRS-2H	Gal.	ATTD.
16254	Liquid Asphalt Matl. RC-250	Gal	ATTD
16256	Liquid Asphalt Matl. RC-800	Gal	ATTD
16257	Ns Liquid Asphalt Matl.	Gal	ATTD
16260	Liquid Asphalt Matl. CRS-2L	Gal	ATTD
16325	NS Asphalt Concrete	Ton	N/A
16330	Asphalt Concrete Ty. SM-9.0A	Ton	315
16335	Asphalt Concrete Ty. SM-9.5A	Ton	315
16337	Asph. Conc. Ty. SM-9.5ASL (Spot Level)	Ton	315
16340	Asphalt Concrete Ty. SM-9.5D	Ton	315
16342	Asph. Conc. Ty. SM-9.5DSL (Spot Level)	Ton	315
16345	Asphalt Concrete Ty. SM-9.5E (64E-22)	Ton	315
16350	Asphalt Concrete Ty. SM-12.5A	Ton	315
16352	Asph. Con. Ty. SM-12.5ASL (Spot Level)	Ton	315
16355	Asphalt Concrete Ty. SM-12.5D	Ton	315
16357	Asph. Con. Ty. SM-12.5DSL (Spot Level)	Ton	315
16360	Asphalt Concrete Ty. SM-12.5E (64E-22)	Ton	315
16362	Asphalt Concrete Ty. SM-19.0A	Ton	315
16363	Asphalt Concrete Ty. SM-19.0D	Ton	315
16364	Asphalt Concrete Ty. SM-19.0E (76-22 or 64E)	Ton	315
16365	Asphalt Concrete Ty. IM-19.0A	Ton	315
16370	Asphalt Concrete Ty. IM-19.0D	Ton	315
16371	Asphalt Concrete Ty. IM-19.0E (76-22 or 64E)	Ton	315
16373	Asphalt Concrete Ty. IM-19.0A (T)	Ton	315
16374	Asphalt Concrete Ty. IM-19.0D (T)	Ton	315
16377	Asphalt Concrete Ty. BM-37.5	Ton	315
16379	Asphalt Concrete Ty. IM-19.0T	Ton	315
16390	Asphalt Concrete Ty. BM-25.0A	Ton	315
16392	Asphalt Concrete Ty. BM-25.0D	Ton	315
16395	Asphalt Concrete Ty. BM-25.0A (T)	Ton	315
16397	Asphalt Concrete Ty. BM-25.0D (T)	Ton	315
16400	Stone Matrix Asphalt SMA-9.5(64H-22)	Ton	ATTD
16401	Stone Matrix Asphalt SMA-9.5(64E-22)	Ton	ATTD
16402	Stone Matrix Asphalt SMA-12.5(64H-22)	Ton	ATTD
16403	Stone Matrix Asphalt SMA-12.5(64E-22)	Ton	ATTD
16404	Stone Matrix Asphalt SMA-19.0(64H-22)	Ton	ATTD
16405	Stone Matrix Asphalt SMA-19.0(64E-22)	Ton	ATTD

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16490	Hot Mix Asphalt Treatment	Ton	ATTD
16500	Surf.Preparation & Restoration Type I	Ton	ATTD
16502	Surf.Preparation & Restoration Type II	Ton	ATTD
16504	Surf.Preparation & Restoration Type III	Ton	ATTD
67201	NS Asphalt Concrete Overlay	Ton	315
67210	NS Asphalt Concrete	Ton	315
68240	NS Asphalt Concrete	Ton	315

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**GUIDELINES — USE ON ALL FEDERAL-AID PROJECTS. THE FIRST PAGE IS BLANK IN THIS SOURCE FILE TO ACCOMMODATE THE ADDITION (*FILL-IN*) OF THE LATEST WAGE RATES THAT WILL APPLY TO THIS CONTRACT. CONTACT SCHEDULING AND CONTRACT DIVISION FOR THE LATEST WAGE RATES. EXCEPTIONS: DO NOT USE FOR PROJECTS USING THE VOLUME 1 AND VOLUME 2 METHOD OF PROPOSAL DEVELOPMENT. SFV02AF Predetermin Min Wage Rates (Vol1) AND SFV03AF Predetermin Min Wage Rates (Vol2) ARE USED INSTEAD.**

**SF001AF-0708**

Reissued July 2008

**PREDETERMINED MINIMUM WAGE RATES**

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U.S. DEPARTMENT OF LABOR  
OFFICE OF THE SECRETARY  
WASHINGTON  
**DECISION OF THE SECRETARY**

This case is before the Department of Labor pursuant to a request for a wage predetermination as required by law applicable to the work described.

A study has been made of wage conditions in the locality and based on information available to the Department of Labor the wage rates and fringe payments listed are hereby determined by the Secretary of Labor as prevailing for the described classes for labor in accordance with applicable law.

This wage determination decision and any modifications thereof during the period prior to the stated expiration date shall be made a part of every contract for performance of the described work as provided by applicable law and regulations of the Secretary of Labor, and the wage rates and fringe payments contained in this decision, including modifications, shall be the minimums to be paid under any such contract and subcontractors on the work.

The contracting officer shall require that any class of laborers and mechanics which is not listed in the wage determination and which is to be employed under the contract, shall be classified or reclassified conformably to the wage determination, and a report of the action taken shall be sent by the Federal agency to the Secretary of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics to be used, the question accompanied by the recommendation of the contracting officer shall be referred to the Secretary for determination.

Before using apprentices on the job the contractor shall present to the contracting officer written evidence of registration of such employees in a program of a State apprenticeship and training agency approved and recognized by the U.S. Bureau of Apprenticeship and Training. In the absence of such a State agency, the contractor shall submit evidence of approval and registration by the U.S. Bureau of Apprenticeship and Training.

The contractor shall submit to the contracting officer written evidence of the established apprentice-journeyman ratios and wage in the project area, which will be the basis for establishing such ratios and rates for the project under the applicable contract provisions.

Fringe payments include medical and hospital care, compensation for injuries or illness resulting from occupational activity, unemployment benefits, life insurance, disability and sickness insurance, accident insurance (all designated as health and welfare), pensions, vacation and holiday pay, apprenticeship or other similar programs and other bona fide fringe benefits.

By direction of the Secretary of Labor



E. Irving Manger, Associate Administrator  
Division of Wage Determinations  
Wage and Labor Standards Administration

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**GUIDELINES — ALL FEDERAL-AID PROJECTS.**

**SF010DF-0712**

May 1, 2012  
FHWA-1273 (Electronic Version)

The following Form **FHWA-1273** titled **REQUIRED CONTRACT PROVISIONS, FEDERAL-AID CONSTRUCTION CONTRACTS** shall apply to this contract:

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FHWA-1273 – Revised May 1, 2012

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

**ATTACHMENTS**

- A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

- 1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services,

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purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

## **II. NONDISCRIMINATION**

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

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1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
  - a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
  - b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."
2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.
3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
  - a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
  - b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
  - c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
  - d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

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- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

- 4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

- 5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

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**6. Training and Promotion:**

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from

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meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

- 8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.
- 9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
  - a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
  - b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.
- 10. Assurance Required by 49 CFR 26.13(b):**
  - a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
  - b. The contractor or subcontractor shall not discriminate on the basis of race, color, 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 DOT-assisted contracts. 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 contracting agency deems appropriate.
- 11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
  - a. The records kept by the contractor shall document the following:
    - (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
    - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
    - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

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- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### **III. NONSEGREGATED FACILITIES**

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### **IV. Davis-Bacon and Related Act Provisions**

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### **1. Minimum wages**

- a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

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Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
- (I) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (II) The classification is utilized in the area by the construction industry; and
  - (III) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to

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the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

- (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
  - d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## **2. Withholding**

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## **3. Payrolls and basic records**

- a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section

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1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee ( e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.
- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (I) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
  - (II) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
  - (III) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for

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the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
  - (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and trainees**

- a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

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Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
6. **Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
7. **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
8. **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
10. **Certification of eligibility.**
  - a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
  - b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
  - c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

## V. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR

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5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.
3. **Withholding for unpaid wages and liquidated damages.** The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.
4. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
  - a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime

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contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
  - (2) the prime contractor remains responsible for the quality of the work of the leased employees;
  - (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
  - (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.
2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
  3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
  4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
  5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## **VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

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1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

#### **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

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Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

**IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

**X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

**1. Instructions for Certification – First Tier Participants:**

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

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- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies

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available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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**2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
  - (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for 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; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (3) Are 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 enumerated in paragraph (a)(2) of this certification; and
  - (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**3. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower

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tier participant learns that its certification was erroneous by reason of changed circumstances.

- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--  
Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
  - a. 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 Federal agency, a Member of Congress, an 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.
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this 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.
2. 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. 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.
3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

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**GUIDELINES — FOR USE WITH APPALACHIAN REGIONAL COMMISSION FUNDS. DO NOT USE WITH APPALACHIAN DEVELOPMENT (APD) FUNDS. USE WITH SF010DF FHWA 1273.**

**SF020BF-0712**

May 1, 2012  
FHWA-1273 ATTACHMENT A (Electronic Version)  
(Applicable to Appalachian contracts only)

The following attachment to Form **FHWA-1273** titled **ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS** shall apply to this contract:



FHWA-1273 Attachment A – Revised May 1, 2012

**ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
  - a. To the extent that qualified persons regularly residing in the area are not available.
  - b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
  - c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.
2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.
3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants

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to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.
6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

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**GUIDELINES - FEDERAL-AID PROJECTS GREATER THAN \$10,000.**

SF030AF-0708

Reissued July 2008

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE  
EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals for female and minority participation, expressed in percentage terms of the Contractor's aggregate work force in each trade on all construction works in the covered area, are as follows:

Females- 6.9%

Minorities - See Attachment "A"

The goals are applicable to all the Contractor's construction work performed in the covered area, whether or not it is Federal or federally assisted. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications, set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established herein. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executives Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days the award of any construction subcontract in excess of \$10,000 at any tier for construction works under this contract. The notification shall list the name, address and telephone number of the subcontractor, employer identification number, estimated dollar amount of the subcontract, estimated starting and completion dates of the subcontract and the geographical area in which the contract is to be performed.

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY  
CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)**

1. As, used in this provision:
  - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
  - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

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- c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941;
- d. "Minority" includes:
  - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
  - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
  - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
  - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- 2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation.
- 3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors and Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
- 4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the coverer area. Covered construction Contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- 5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- 6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.

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7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, shall assign two or more women to each construction project. The Contractor shall specifically ensure that all foreman, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites in such facilities.
  - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
  - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off the street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union, or if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
  - d. Provide immediate written notification to the Director when the union or unions which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or women sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
  - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7b above.
  - f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper or annual report; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
  - g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents and General Foremen prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed and disposition of the subject matter.
  - h. Disseminate the Contractor's EEO policy externally by including in any news media advertisement that the Contractor is "An Equal Opportunity Employer" for minority and female, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

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- i. Directs its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures and tests to be used in the selection process.
  - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of Contractor's workforce.
  - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
  - l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for such opportunities through appropriate training or other means.
  - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
  - n. Ensure that all facilities and company activities are nonsegregated, except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. Goals for women have been established. However, the Contractor IS required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner, that is even though the Contractor has achieved its goals for women, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

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10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or nation origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director will proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate and make known to the Department a responsible official as the EEO Officer to monitor all employment related activity, to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors will not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

**ATTACHMENT A**

<u>Economic Area</u>	<u>Goal (Percent)</u>
Virginia:	
021 Roanoke-Lynchburg, VA	
SMSA Counties:	
4640 Lynchburg, VA .....	19.3
VA Amherst; VA Appomattox; VA Campbell; VA Lynchburg	
6800 Roanoke, VA .....	10.2
VA Botetourt; VA Craig; VA Roanoke; VA Roanoke City; VA Salem	
Non-SMSA Counties .....	12.0
VA Alleghany; VA Augusta; VA Bath; VA Bedford; VA Bland; VA Carroll;	
VA Floyd; VA Franklin; VA Giles; VA Grayson; VA Henry; VA Highland;	
VA Montgomery; VA Nelson; VA Patrick; VA Pittsylvania; VA Pulaski;	
VA Rockbridge; VA Rockingham; VA Wythe; VA Bedford City; VA Buena	
Vista:	
VA Clifton Forge; VA Covington; VA Danville; VA Galax; VA Harrisonburg;	

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VA Lexington; VA Martinsville; VA Radford; VA Staunton; VA Waynesboro; WV Pendleton.	
022 Richmond, VA	
SMSA Counties:	
6140 Petersburg - Colonial Heights - Hopewell, VA .....	30.6
VA Dinwiddie; VA Prince George; VA Colonial Heights; VA Hopewell; VA Petersburg.	
6760 Richmond, VA .....	24.9
VA Charles City; VA Chesterfield; VA Goochland, VA Hanover; VA Henrico; VA New Kent; VA Powhatan; VA Richmond.	
Non-SMSA Counties .....	27.9
VA Albemarle; VA Amelia; VA Brunswick; VA Buckingham, VA Caroline; VA Charlotte; VA Cumberland; VA Essex; VA Fluvanna; VA Greene; VA Greensville; VA Halifax; VA King and Queen; VA King William; VA Lancaster; VA Louisa; VA Lunenburg; VA Madison; VA Mecklenburg; VA Northumberland; VA Nottoway; VA Orange; VA Prince Edward; VA Richmond VA Sussex; VA Charlottesville; VA Emporia; VA South Boston	
023 Norfolk - Virginia Beach - Newport News VA:	
SMSA Counties:	
5680 Newport News- Hampton, VA .....	27.1
VA Gloucester; VA James City; VA York; VA Hampton; VA Newport News; VA Williamsburg.	
5720 Norfolk - Virginia Beach - Portsmouth, VA - NC .....	26.6
NC Currituck; VA Chesapeake; VA Norfolk; VA Portsmouth; VA Suffolk; VA Virginia Beach.	
Non-SMSA Counties .....	29.7
NC Bertie; NC Camden; NC Chowan; NC Gates; NC Hertford; NC Pasquotank; NC Perquimans; VA Isle of Wight; VA Matthews; VA Middlesex; VA Southampton; VA Surry; VA Franklin.	
Washington, DC:	
020 Washington, DC.	
SMSA Counties:	
8840 Washington, DC - MD - VA .....	28.0
DC District of Columbia; MD Charles; MD Montgomery MD Prince Georges; VA Arlington; VA Fairfax; VA Loudoun; VA Prince William VA Alexandria; VA Fairfax City; VA Falls Church.	
Non- SMSA Counties .....	25.2
MD Calvert; MD Frederick; MD St. Marys; MD Washington; VA Clarke; VA Culpeper; VA Fauquier; VA Frederick; VA King George; VA Page; VA Rappahannock; VA Shenandoah; VA Spotsylvania; VA Stafford; VA Warren; VA Westmoreland; VA Fredericksburg; VA Winchester WV Berkeley; WV Grant; WV Hampshire; WV Hardy; WV Jefferson; WV Morgan.	
Tennessee:	
052 Johnson City - Kingsport - Bristol, TN - VA	
SMSA Counties:	
3630 Johnson City - Kingsport -Bristol, TN-VA .....	2.6
TN Carter; TN Hawkins; TN Sullivan; TN Washington; VA Scott: VA Washington; VA Bristol.	
Non-SMSA Counties .....	3.2
TN Greene; TN Johnson; VA Buchanan; VA Dickenson; VA Lee; VA Russell; VA Smyth; VA Tazewell; VA Wise; VA Norton; WV McDowell; WV Mercer.	
Maryland:	
019 Baltimore MD	
Non-SMSA Counties .....	23.6

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MD Caroline; MD Dorchester; MD Kent; MD Queen Annes; MD Somerset;  
MD Talbot; MD Wicomico; MD Worcester; VA Accomack; VA  
Northampton.

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**GUIDELINES — THIS DOCUMENT IS TO BE USED ONLY IN VOLUME 1 (BID PROPOSAL AND CONTRACT) FOR PROJECTS USING THE VOLUME 1 AND VOLUME 2 METHOD OF PROPOSAL DEVELOPMENT. SEV03AF Predetermin Min Wage Rates (Vol2) MUST BE INCLUDED IN VOLUME 2 (SEPARATE-COVER CONTRACT DOCUMENTS) TO USE THIS. USE ON FEDERAL-AID PROJECTS. THIS SOURCE FILE HAS A BLANK AREA INCLUDED TO ACCOMMODATE THE ADDITION (FILL-IN) OF THE LATEST WAGE RATES THAT WILL APPLY TO THIS CONTRACT. CONTACT SCHEDULING AND CONTRACT DIVISION FOR THE LATEST WAGE RATES.**

**PREDETERMINED MINIMUM WAGE RATES (VOLUME 1)**

Below are the predetermined minimum wage rates that are required for this contract by the U.S. DEPARTMENT OF LABOR in the letter made a portion of the special provision for **PREDETERMINED MINIMUM WAGE RATES LETTER (VOLUME 2)**. The special provision for **PREDETERMINED MINIMUM WAGE RATES LETTER (VOLUME 2)** is in the accompanying contract document assembly titled "Separate-Cover Contract Documents" and is a binding part of the Contract and carries the same status in the Contract as that stated in Section 105.12 of the Specifications.

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**GUIDELINES — THIS DOCUMENT IS TO BE USED ONLY IN VOLUME 2 (SEPARATE-COVER CONTRACT DOCUMENTS) FOR PROJECTS USING THE VOLUME 1 AND VOLUME 2 METHOD OF PROPOSAL DEVELOPMENT. SFV02AF Predetermin Min Wage Rates (Vol1) MUST BE INCLUDED IN VOLUME 1 (BID PROPOSAL AND CONTRACT) WHEN THIS IS USED IN VOLUME 2. USE ON FEDERAL-AID PROJECTS. CONTACT SCHEDULING AND CONTRACT DIVISION FOR THE LATEST WAGE RATES.**

**SFV03AF-0609**

October 22, 2008c

**PREDETERMINED MINIMUM WAGE RATES LETTER (VOLUME 2)**

The predetermined minimum wage rates, required for this contract in the following letter, are contained in the special provision for **PREDETERMINED MINIMUM WAGE RATES (VOLUME 1)**. That special provision is contained in the contract document assembly titled "Bid Proposal and Contract" which this contract document assembly accompanies.

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U.S. DEPARTMENT OF LABOR  
OFFICE OF THE SECRETARY  
WASHINGTON  
**DECISION OF THE SECRETARY**

This case is before the Department of Labor pursuant to a request for a wage predetermination as required by law applicable to the work described.

A study has been made of wage conditions in the locality and based on information available to the Department of Labor the wage rates and fringe payments listed are hereby determined by the Secretary of Labor as prevailing for the described classes for labor in accordance with applicable law.

This wage determination decision and any modifications thereof during the period prior to the stated expiration date shall be made a part of every contract for performance of the described work as provided by applicable law and regulations of the Secretary of Labor, and the wage rates and fringe payments contained in this decision, including modifications, shall be the minimums to be paid under any such contract and subcontractors on the work.

The contracting officer shall require that any class of laborers and mechanics which is not listed in the wage determination and which is to be employed under the contract, shall be classified or reclassified conformably to the wage determination, and a report of the action taken shall be sent by the Federal agency to the Secretary of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics to be used, the question accompanied by the recommendation of the contracting officer shall be referred to the Secretary for determination.

Before using apprentices on the job the contractor shall present to the contracting officer written evidence of registration of such employees in a program of a State apprenticeship and training agency approved and recognized by the U.S. Bureau of Apprenticeship and Training. In the absence of such a State agency, the contractor shall submit evidence of approval and registration by the U.S. Bureau of Apprenticeship and Training.

The contractor shall submit to the contracting officer written evidence of the established apprentice-journeyman ratios and wage in the project area, which will be the basis for establishing such ratios and rates for the project under the applicable contract provisions.

Fringe payments include medical and hospital care, compensation for injuries or illness resulting from occupational activity, unemployment benefits, life insurance, disability and sickness insurance, accident insurance (all designated as health and welfare), pensions, vacation and holiday pay, apprenticeship or other similar programs and other bona fide fringe benefits.

By direction of the Secretary of Labor

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A handwritten signature in black ink, appearing to read "E. Irving Manger". The signature is written in a cursive, flowing style.

E. Irving Manger, Associate Administrator  
Division of Wage Determinations  
Wage and Labor Standards Administration

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**GUIDELINES — ALL PROJECTS. EXCEPTIONS: ON SPECIFIC OCCASIONS WHEN THE PROJECT IS DEVELOPED WITH VOLUME 1 AND VOLUME 2 THE VOLUME 2 MAY INCLUDE A VERSION OF THIS SPECIFICATION TAILORED TO THE SPECIFIC WORK THAT THE VOLUME 2 TARGETS.**

SS1D017-0215

September 18, 2014

VIRGINIA DEPARTMENT OF TRANSPORTATION  
2007 ROAD AND BRIDGE SUPPLEMENTAL SPECIFICATIONS

**SUPPLEMENTAL DIVISION I—GENERAL PROVISIONS**

**SECTION 101—DEFINITIONS OF ABBREVIATIONS, ACRONYMS, AND TERMS**

**Section 101.02—Terms** of the Specifications is amended to replace the definition for **Notice to Proceed** with the following:

**Notice to Proceed.** A date selected by the Contractor that is no earlier than 15 nor later than 30 calendar days after the date of contract execution on which the Contractor intends to begin the work, or a contract specific date on which the Contractor may begin the work identified as the Notice to Proceed date in the Contract Documents.

**Section 101.02—Terms** of the Specifications is amended to add the following:

**Storm Sewer System** - A drainage system consisting of a series of at least two interconnecting pipes and structures (minimum of two drop inlets, manholes, junction boxes, etc.) designed to intercept and convey stormwater runoff from a specific storm event without surcharge.

**SECTION 102—BIDDING REQUIREMENTS AND CONDITIONS**

**Section 102.01—Prequalification of Bidders** of the Specifications is amended to replace the first paragraph of (a) with the following:

All prospective Bidders, including all members of a joint venture, must prequalify with the Department and shall have received a certification of qualification in accordance with the Rules Governing Prequalification Privileges prior to bidding. These rules and regulations can be found within the Department's Rules Governing Prequalification Privileges via the Prequalification Application. This requirement may be waived by a project-specific provision in the bid proposal.

All subcontractors must be prequalified prior to performing any work on the contract, except that prequalification will not be required for subcontractors only performing a service as defined by the Code of Virginia, or only performing work items noted in the proposal as "Specialty Items".

In order to be eligible for DBE credit under Special Provision for Section 107.15, DBE federal-aid contract subcontractors must be VDOT prequalified and DMBE certified at the time of bid submission. The prequalification and certification status of a DBE may affect the award of the contract to the prime contractor and the award of the subcontract to the DBE at any point during the contract.

**Section 102.04(c) Notice of Alleged Ambiguities** of the Specifications is amended to replace the first paragraph with the following:

If a word, phrase, clause, or any other portion of the proposal is alleged to be ambiguous, the Bidder shall submit to the State Contract Engineer a written notice of the alleged ambiguity not later than 10 days prior to the date of receipt of bids and request an interpretation thereof. This written notice shall be submitted via the CABB (Contractor Advertisement Bulletin Board) system located on the

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Construction website at [www.VDOT.Virginia.gov](http://www.VDOT.Virginia.gov). Authorized interpretations will be issued by the State Contract Engineer to each person who received a proposal and will be posted on the CABB system.

**Section 102.11— eVA Business-To-Government Vendor Registration** of the Specifications is replaced with the following:

Bidders are not required to be registered with "eVA Internet e-procurement solution" at the time bids are submitted, however, prior to award, the lowest responsive and responsible bidder must be registered with "eVA Internet e-procurement solution" or the bid will be rejected. Registration shall be performed by accessing the eVA website portal [www.eva.state.va.us](http://www.eva.state.va.us), following the instructions and complying with the requirements therein.

When registering with eVa it is the bidder's responsibility to enter or have entered their correct PA type address or addresses in eVa in order to receive payments on any contracts that the Department (VDOT) may award to them as the lowest responsive and responsible bidder. The Bidder shall also ensure their prequalification address(es) match those registered with eVa. Failure on the part of the bidder or Contractor to meet either of these requirements may result in late payment of monthly estimates.

## **SECTION 105—CONTROL OF WORK**

**Section 105.01—Notice to Proceed** of the Specifications is replaced with the following:

Unless otherwise indicated in the Contract, the Notice to Proceed date will be the date selected by the Contractor on which the Contractor intends to begin the work. That date shall be no earlier than 15 nor later than 30 calendar days after the date of contract execution. The State Contract Engineer will contact the Contractor on the date of contract execution to inform him that the contract has been executed. The State Contract Engineer will also confirm this date in the Letter of Contract Execution. Copies of the Letter of Contract Execution will be distributed to Department personnel involved in the administration of the Contract and to the Contractor. Within 10 calendar days after the date of contract execution the Contractor shall submit to the Engineer written notice of the date he has selected as his Notice to Proceed date. If the Contractor fails to provide written notice of his selected Notice to Proceed Date within 10 calendar days of contract execution, the selected Notice to Proceed Date will become the date 15 calendar days after the date of contract execution. The Contractor shall begin work no later than 10 calendar days after the date he has selected as his Notice to Proceed date, unless the Notice to Proceed date is otherwise indicated in the Contract, in which case the Contractor shall begin work within 10 calendar days after the specific Notice to Proceed date indicated in the Contract.

Contract Time will commence on the date of the Notice to Proceed. The Letter of Contract Execution will identify the Chief Engineer's authorized representative, hereafter referred to as the Engineer, who is responsible for written directives and changes to the Contract. The Engineer will contact the Contractor after notice of award to arrange a pre-construction conference.

In the event the Contractor, for matters of his convenience, wishes to begin work earlier than 15 calendar days or later than 30 calendar days after the date of contract execution, he shall make such a request in writing to the Engineer within 10 calendar days of the date of contract execution or once a Notice to Proceed Date has been established, if he wishes to begin work more than 10 calendar days after his selected Notice to Proceed date or the Notice to Proceed Date indicated in the Contract, he shall make such a request to the Engineer in writing no later than 5 calendar days after the Notice to Proceed date. If this requested start date is acceptable to the Department, the Contractor will be notified in writing; however, the Contract fixed completion date will not be adjusted but will remain binding. The Contractor's request to adjust the start date for the work on the Contract

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will not be considered as a basis for claim that the time resulting from the Contractor's adjusted start date, if accepted by the Engineer, is insufficient to accomplish the work nor shall it relieve the Contractor of his responsibility to perform the work in accordance with the scope of work and requirements of the Contract. In no case shall work begin before the Department executes the Contract or prior to the Notice to Proceed date unless otherwise permitted by the Contract or authorized by the Engineer. The Contractor shall notify the Engineer at least 24 hours prior to the date on which he will begin the work.

**Section 105.02—Pre-Construction Conference** of the Specifications is amended to replace the first paragraph with the following:

After notification of award and prior to the Notice to Proceed date the Contractor shall attend a pre-construction conference scheduled by the Engineer to discuss the Contractor's planned operations for prosecuting and completing the work within the time limit of the Contract. At the pre-construction conference the Engineer and the Contractor will identify in writing the authorities and responsibilities of project personnel for each party. The pre-construction conference may be held simultaneously with the scheduling conference when the Engineer so indicates this in advance to the Contractor. When these are simultaneously held, the Contractor shall come prepared to discuss preparation and submittal details of the progress schedule in accordance with the requirements of the Contract.

**Section 105.10(c)(1)—Steel Structures** of the Specifications is replaced with the following:

Working drawings for steel structures, including metal handrails, shall consist of shop detail, erection, and other working drawings showing details, dimensions, sizes of units, and other information necessary for the fabrication and erection of metal work.

**Section 105.14—Maintenance During Construction** of the Specifications is amended to add the following:

The Contractor shall provide at least one person on the project site during all work operations who is currently verified either by the Department in Intermediate Work Zone Traffic Control, or by the American Traffic Safety Services Association (ATSSA) as a Traffic Control Supervisor (TCS). This person must have the verification card with them while on the project site. This person shall be responsible for the oversight of work zone traffic control within the project limits in compliance with the contract requirements involving the plans, specifications, the VWAPM, and the MUTCD. This person's duties shall include the supervision of the installation, adjustment (if necessary), inspection, maintenance and removal when no longer required of all traffic control devices on the project.

If none of the Contractor's on-site personnel responsible for the supervision of such work has the required verification with them or if they have an outdated verification card showing they are not currently verified either by the Department in Intermediate Work Zone Traffic Control, or by the American Traffic Safety Services Association (ATSSA) as a Traffic Control Supervisor (TCS) all work on the project will be suspended by the Engineer.

The Contractor shall provide at least one person on site who is, at a minimum, verified by the Department in Basic Work Zone Traffic Control for each construction and/or maintenance operation that involves installing, maintaining, or removing work zone traffic control devices. This person shall be responsible for the placement, maintenance and removal of work zone traffic control devices.

In the event none of the Contractor's on-site personnel of any construction/maintenance operation has, at a minimum, the required verification by the Department in Basic Work Zone Traffic Control, that construction/maintenance operation will be suspended by the Engineer until that operation is appropriately staffed in accordance with the requirements herein.

**Section 105.15(b) Mailboxes and Newspaper Boxes** of the Specifications is replaced with the following:

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- (b) **Mailboxes and Newspaper Boxes:** When removal of existing mailboxes and newspaper boxes is made necessary by construction operations, the Contractor shall place them in temporary locations so that access to them will not be impaired. Prior to final acceptance, boxes shall be placed in their permanent locations as designated by the Engineer and left in as good condition as when found. Boxes or their supports that are damaged through negligence on the part of the Contractor shall be replaced at his expense. The cost of removing and resetting existing boxes shall be included in other pay items of the Contract. New mailboxes designated in the plans shall be paid for in accordance with the provisions of Section 521 of the Specifications.

**Section 105.19—Submission and Disposition of Claims** of the Specifications is amended to replace the first sentence of the third paragraph with the following:

Upon completion of the Contract, the Contractor may, within 60 days after the final estimate date established by the Department pursuant to Virginia Code, § 33.2-1101, deliver to the Department a written claim, which must be a signed original claim document along with three legible copies of the claim document, for the amount he deems he is entitled to under the Contract.

## **SECTION 106—CONTROL OF MATERIAL**

**Section 106.08—Storing Materials** of the Specifications is amended to replace the third paragraph with the following:

Chemicals, fuels, lubricants, bitumens, paints, raw sewage, and other harmful materials as determined by the Engineer and the VPDES *General Permit For Discharge of Stormwater From Construction Activities* shall not be stored within any floodplain unless no other location is available and only then shall the material be stored in a secondary containment structure(s) with an impervious liner. Also, any storage of these materials in proximity to natural or man-made drainage conveyances or otherwise where the materials could potentially reach a waterway if released under adverse weather conditions, must be stored in a bermed or diked area or inside a container capable of preventing a release. Double-walled storage tanks shall meet the berm/dike containment requirement except for storage within flood plains. Any spills, leaks or releases of such materials shall be addressed in accordance with Section 107.16(b) and (e) of the Specifications. Accumulated rain water may also be pumped out of the impoundment area into approved dewatering devices. All proposed pollution prevention measures and practices must be identified by the Contractor in his Pollution Prevention Plan as required by the Specifications, other contract documents and/or the VPDES *General Permit for Discharge of Stormwater from Construction Activities*.

## **SECTION 107—LEGAL RESPONSIBILITIES**

**Section 107.02—Permits, Certificates, and Licenses** of the Specifications is amended to replace (f) with the following:

- (f) **Virginia Department of Environmental Quality – VPDES General Permit For Discharge of Stormwater From Construction Activities (VPDES Construction Permit):** All construction activities undertaken by or for VDOT involving land disturbances equal to or exceeding one acre must be covered by the VPDES Construction Permit. According to [IIM-LD-242](#) and Section 107.16 of the Specifications, VDOT is responsible for securing VPDES Construction Permit coverage for all applicable land disturbing activities performed on VDOT rights of way or easements, including off-site support facilities that are located on VDOT rights of way or easements that directly relate to the construction site activity. The Contractor shall be responsible for securing VPDES Construction Permit coverage for support facilities that are not located on VDOT rights of way or easements.

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The Contractor shall be responsible for all costs to obtain VPDES Construction Permit coverage for all support facilities (both on-site and off-site) not included in the construction plans or contract documents for the project. The Department will not be responsible for any inconvenience, delay, or loss experienced by the Contractor as a result of his failure to gain access to any support facility areas at the time contemplated.

**Section 107.02—Permits, Certificates, and Licenses** of the Specifications is amended to replace last eleven paragraphs with the following:

The Contractor shall 1) stockpile excavated material in a manner that prevents reentry into the stream, 2) restore original streambed and streambank contours, 3) revegetate barren areas, and 4) implement strict erosion and sediment control measures throughout the project period.

The Contractor shall provide fill material that is clean and free of contaminants in toxic concentrations or amounts in accordance with all applicable laws and regulations. The Contractor shall comply with all applicable FEMA-approved state or local floodplain management requirements.

The Contractor shall adhere to any time-of-year restriction conditions as required by state and federal permitting agencies. No in-stream work shall be permitted during in-stream time-of-year restriction.

The Contractor shall prohibit wet or uncured concrete from entry into surface waters. The Contractor shall not dispose of excess or waste concrete in surface waters and prevent wash water from discharging into surface waters. The Contractor shall employ measures to prevent spills of fuels or lubricants into state waters. All pollution prevention measures and practices proposed by the Contractor shall be identified in the Contractor's Pollution Prevention Plan as required by the Specifications, other contract documents and/or the VPDES *General Permit For Discharge of Stormwater From Construction Activities*.

The Contractor shall not violate the water quality standards as a result of the construction activities. The Contractor shall not alter the physical, chemical, or biological properties of surface waters and wetlands or make them detrimental to the public health, to animal or aquatic life, to the uses of such waters for domestic or industrial consumption, for recreation, or for other uses.

The Contractor shall not proceed with work covered by a permit until the work is released in writing by the Engineer.

If the Department has not released work covered by a U.S. Army Corps of Engineers permit and the Contractor has completed all other work within the limits of the project, the Contractor shall so advise the Engineer in writing. Upon receipt of the notification, the Engineer will evaluate the status of the project and advise the Contractor within 45 days of the portion of the project that is acceptable under Section 108.09 of the Specifications. If the Engineer determines that all of the work except that encumbered by the permit application is acceptable under the requirements of Section 108.09 of the Specifications, the Contractor will be notified accordingly. The Department or the Contractor may then elect to continue or terminate the remaining portion of the Contract.

The party electing to terminate the Contract shall so advise the other party in writing after the 45-day period. The terms of contract termination will be in accordance with the requirements of Section 108.08 of the Specifications. No compensation will be made for delays encountered or for work not performed except for an extension of time as determined in accordance with the requirements of Section 108.04 of the Specifications.

The Contractor shall submit a request to the Engineer in writing if he wants to deviate from the plans or change his proposed method(s) regarding any proposed work located in waterways or wetlands. Such work may require additional environmental permits. If the Engineer determines that the activities are necessary for completion of the work, the Contractor shall furnish the Engineer all necessary information

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pertaining to the activity. The Contractor shall be responsible for designing and supplying all plans, sketches and notes necessary to acquire any permit modification required for changes in the proposed construction methods. Such information shall be furnished at least 180 days prior to the date the proposed changed activity is to begin. For other than the VPDES *General Permit For Discharge of Stormwater From Construction Activities*, the District Environmental Manager will apply for the necessary permits modifications to the permits obtained by the Department. The Contractor shall not begin the activity until directed to do so by the Engineer. Additional compensation will not be made for delay to the work or change in the Contractor's proposed methods that result from jurisdiction agency review or disapproval of Contractor's proposed methods.

If additional permits are required to perform dredging for flotation of construction equipment or for other permanent or temporary work as indicated in the Contractor's accepted plan of operation, but have not been obtained by the Department, the Contractor shall furnish the Engineer, at least 75 days prior to the proposed activity, all necessary information pertaining to the proposed activity in order for the Department to apply for the permits. The Contractor shall not begin the proposed activity until the additional permits have been secured and the Engineer has advised the Contractor that the proposed activity may proceed.

The Contractor shall permit representatives of state and federal environmental regulatory agencies to make inspections at any time in order to insure that the activity being performed under authority of the permit(s) is in accordance with the terms and conditions prescribed herein.

**Section 107.13—Labor and Wages** of the Specifications is amended to add the following:

- (c) **Job Service Offices:** In advance of the Contract starting date, the Contractor may contact the Job Service Office of the Virginia Employment Commission at the nearest location to secure referral of available qualified workers in all occupational categories. The closest office may be obtained by accessing the VEC website at <http://www.vec.virginia.gov/vec-local-offices>.

**Section 107.14(f) Training** of the Specifications is amended to replace 5 and 6 with the following:

- 5. If the Contract provides a pay item for trainees, training shall be in accordance with the requirements of Section 518 of the Specifications.

**Section 107.16(a) Erosion and Siltation** of the Specifications is replaced with the following:

- (a) **Erosion and Siltation:** The Contractor shall exercise every reasonable precaution, including temporary and permanent soil stabilization measures, throughout the duration of the project to control erosion and prevent siltation of adjacent lands, rivers, streams, wetlands, lakes, and impoundments. Soil stabilization and/or erosion control measures shall be applied to erodible soil or ground materials exposed by any activity associated with construction, including clearing, grubbing, and grading, but not limited to local or on-site sources of materials, stockpiles, disposal areas and haul roads.

The Contractor shall comply with the requirements of Sections 301.02 and 303.03 of the Specifications. Should the Contractor as a result of negligence or noncompliance, fail to provide soil stabilization in accordance with these specifications, the cost of temporary soil stabilization in accordance with the provisions of Section 303 of the Specifications shall be at the Contractor's expense. If the delay in stabilizing an exposed area of land is due to circumstances beyond the Contractor's control, the Department will be responsible for the expense.

Temporary measures shall be coordinated with the work to ensure effective and continuous erosion and sediment control. Permanent erosion control measures and drainage facilities shall be installed as the work progresses.

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For projects that disturb 10,000 square feet or greater of land or 2,500 square feet or greater in Tidewater, Virginia, the Contractor shall have within the limits of the project during land disturbance activities, an employee certified by the Department in erosion and sediment control who shall inspect erosion and sediment control and pollution prevention practices, devices and measures for proper installation and operation and promptly report their findings to the Inspector. Failure on the part of the Contractor to maintain appropriate erosion and sediment control or pollution prevention devices in a functioning condition may result in the Engineer notifying the Contractor in writing of specific deficiencies. Deficiencies shall be corrected immediately or as otherwise directed by the Engineer. If the Contractor fails to correct or take appropriate actions to correct the specified deficiencies within 24 hours (or as otherwise directed) after receipt of such notification, the Department may do one or more of the following: require the Contractor to suspend work in other areas and concentrate efforts towards correcting the specified deficiencies, withhold payment of monthly progress estimates, or proceed to correct the specified deficiencies and deduct the entire cost of such work from monies due the Contractor. Failure on the part of the Contractor to maintain a Department certified erosion and sediment control employee within the project limits when land disturbance activities are being performed will result in the Engineer suspending work related to any land disturbance activity until such time as the Contractor is in compliance with this requirement.

**Section 107.16(b)1 Water** of the Specifications is replaced with the following:

1. **Water:** The Contractor shall exercise every reasonable precaution throughout the duration of the project to prevent pollution of rivers, streams, and impoundments. Pollutants such as, but not limited to, chemicals, fuels, lubricants, bitumens, raw sewage, paints, sedimentation, and other harmful material shall not be discharged into or alongside rivers, streams, or impoundments or into channels leading to them. The Contractor shall provide the Engineer a contingency plan for reporting and immediate actions to be taken in the event of a dump, discharge, or spill within eight hours after he has mobilized to the project site.

Construction discharge water shall be filtered to remove deleterious materials prior to discharge into state waters. Filtering shall be accomplished by the use of a standard dewatering basin or a dewatering bag or other measures approved by the Engineer. Dewatering bags shall conform to the requirements of Section 245 of the Specifications. During specified spawning seasons, discharges and construction activities in spawning areas of state waters shall be restricted so as not to disturb or inhibit aquatic species that are indigenous to the waters. Neither water nor other effluence shall be discharged onto wetlands or breeding or nesting areas of migratory waterfowl. When used extensively in wetlands, heavy equipment shall be placed on mats. Temporary construction fills and mats in wetlands and flood plains shall be constructed of approved nonerodible materials and shall be removed by the Contractor to natural ground when the Engineer so directs.

If the Contractor dumps, discharges, or spills any oil or chemical that reaches or has the potential to reach a waterway, he shall immediately notify all appropriate jurisdictional state and federal agencies in accordance with the requirements of Section 107.01 and 107.16(e) of the Specifications and the *VPDES General Permit For Discharge of Stormwater From Construction Activities* and shall take immediate actions to contain, remove, and properly dispose of the oil or chemical.

Solids, sludges or other pollutants removed in the course of the treatment or management of pollutants shall be disposed of in a manner that prevents any pollutant from such materials from entering surface waters in compliance with all applicable state and federal laws and regulations.

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Excavation material shall be disposed of in approved areas above the mean high water mark shown on the plans in a manner that will prevent the return of solid or suspended materials to state waters. If the mark is not shown on the plans, the mean high water mark shall be considered the elevation of the top of stream banks.

Constructing new bridge(s) and dismantling and removing existing bridge(s) shall be accomplished in a manner that will prevent the dumping or discharge of construction or disposable materials into rivers, streams, or impoundments.

Construction operations in rivers, streams, or impoundments shall be restricted to those areas where identified on the plans and to those that must be entered for the construction of structures. Rivers, streams, and impoundments shall be cleared of falsework, piling, debris, or other obstructions placed therein or caused by construction operations. Stabilization of the streambed and banks shall occur immediately upon completion of work or if work is suspended for more than 14 days.

The Contractor shall prevent stream constriction that would reduce stream flows below the minimum, as defined by the State Water Control Board, during construction operations.

If it is necessary to relocate an existing stream or drainage facility temporarily to facilitate construction, the Contractor shall design and provide temporary channels or culverts of adequate size to carry the normal flow of the stream or drainage facility. The Contractor shall submit a temporary relocation design to the Engineer for review and acceptance in sufficient time to allow for discussion and correction prior to beginning the work the design covers. Costs for the temporary relocation of the stream or drainage facility shall be included in the Contract price for the related pipe or box culvert, unless specifically provided for under another Pay Item. Stabilization of the streambed and banks shall occur immediately upon completion of, or during the work or if the work is suspended for more than 14 days.

Temporary bridges or other minimally invasive structures shall be used wherever the Contractor finds it necessary to cross a stream more than twice in a 6 month period, unless otherwise authorized by water quality permits issued by the U. S. Army Corps of Engineers, Virginia Marine Resources Commission or the Virginia Department of Environmental Quality for the Contract.

**Section 107.16(b)2 Air** of the Specifications is amended to include the following:

Reasonable precautions shall be taken at all times to prevent particulate matter from becoming airborne in accordance with the State Air Pollution Control Board regulation [9 VAC 5 Chapter 50, Article 1](#), Standards of Performance for Visible Emissions and Fugitive Dust/Emissions.

**Section 107.16(e) Storm Water Pollution Prevention Plan** of the Specifications is replaced with the following:

**(e) Storm Water Pollution Prevention Plan and VPDES General Permit for the Discharge of Stormwater from Construction Activities**

A Stormwater Pollution Prevention Plan (SWPPP) identifies potential sources of pollutants which may reasonably be expected to affect the stormwater discharges from the construction site and any on-site or off-site support facilities located on VDOT rights of way and easements. The SWPPP also describes and ensures implementation of practices which will be used to minimize or prevent pollutants in such discharges.

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The SWPPP shall include, but not be limited to, the approved Erosion and Sediment Control (ESC) Plan, the approved Stormwater Management (SWM) Plan (if applicable), the approved Pollution Prevention Plan and all related Specifications and Standards and notes contained within all contract documents and shall be required for all land-disturbing activities that disturb 10,000 square feet or greater, or 2,500 square feet or greater in Tidewater, Virginia.

Land-disturbing activities that disturb one acre or greater require coverage under the Department of Environmental Quality's VPDES General Permit for the Discharge of Stormwater from Construction Activities (hereafter referred to as the VPDES Construction Permit). According to [IIM-LD-242](#), VDOT will apply for and secure VPDES Construction Permit coverage for all applicable land disturbing activities on VDOT rights of way or easements for which it has contractual control, including off-site (outside the project limits) support facilities on VDOT rights of way or easements that directly relate to the construction activity.

The Contractor shall be responsible for securing VPDES Construction Permit coverage and complying with all permit conditions for all support facilities that are not located on VDOT rights of way or easements.

The required contents of a SWPPP for those land disturbance activities requiring coverage under the VPDES Construction Permit are found in Section II of the permit.

While a SWPPP is an important component of the VPDES Construction Permit, it is only one of the many requirements that must be addressed in order to be in full compliance with the conditions of the permit.

The Contractor and all other persons that oversee or perform activities covered by the VPDES Construction Permit shall be responsible for reading, understanding, and complying with all of the terms, conditions and requirements of the permit and the project's SWPPP including, but not limited to, the following:

1. Project Implementation Responsibilities

The Contractor shall be responsible for the installation, maintenance, inspection, and, on a daily basis, ensuring the functionality of all erosion and sediment control measures and all other stormwater runoff control and pollution prevention measures identified within or referenced within the SWPPP, the construction plans, the specifications, all applicable permits, and all other contract documents.

The Contractor shall be solely responsible for the temporary erosion and sediment control protection and permanent stabilization of all borrow areas and soil disposal areas located outside of VDOT right of way or easement.

The Contractor shall prevent or minimize any stormwater or non-stormwater discharge that will have a reasonable likelihood of adversely affecting human health or public and/or private properties.

2. Certification Requirements

In addition to satisfying the personnel certification requirements contained in Section 107.16(a) of the Specifications, the Contractor shall certify his activities by completing, signing, and submitting Form C-45 VDOT SWPPP Contractor Certification Statement to the Engineer at least 7 days prior to commencing any project related land-disturbing activities, both within the project limits and any support facilities located on VDOT rights of way or easements outside the project limits.

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### 3. SWPPP Requirements for Support Facilities

VDOT will secure VSMP Construction Permit coverage for support facilities located on VDOT rights of way or easements according to [IIM-LD-242](#). The Contractor shall be responsible for securing separate VSMP Construction Permit coverage for support facilities that are not located on VDOT rights of way or easements.

Support facilities shall include, but not be limited to, borrow and disposal areas, construction and waste material storage areas, equipment and vehicle washing, maintenance, storage and fueling areas, storage areas for fertilizers, fuels or chemicals, concrete wash out areas, sanitary waste facilities and any other areas that may generate a stormwater or non-stormwater discharge directly related to the construction site.

Support Facilities located on VDOT rights of way or easements:

- a. For those support facilities located within the project limits but not included in the construction plans for the project, the Contractor shall develop a SWPPP according to [IIM-LD-246](#) which shall include, where applicable, an erosion and sediment control plan according to [IIM-LD-11](#), a stormwater management plan according to [IIM-LD-195](#) and a pollution prevention plan, according to these Specifications and the SWPPP General Information Sheet notes in the construction plans or other such contract documents. All plans developed shall be reviewed and approved by appropriate personnel certified through DEQ's ESC and SWM Certification program and shall be developed according to Section 105.10 of the Specifications and shall be submitted to the Engineer for review and approval. Once approved, the Engineer will notify the Contractor in writing that the plans are accepted as a component of the Project's SWPPP and VPDES Construction Permit coverage (where applicable) and shall be subject to all conditions and requirements of the VPDES Construction Permit and all other contract documents. No land disturbing activities can occur in the support area(s) until written notice to proceed is provided by the Engineer.
- b. For support facilities located outside the project limits and not included in the construction plans for the project, the Contractor shall develop a SWPPP according to [IIM-LD-246](#) which shall include, where applicable, an erosion and sediment control plan according to [IIM-LD-11](#), a stormwater management plan (where applicable) according to [IIM-LD-195](#), a pollution prevention plan according to these specifications and the SWPPP General Information Sheet notes in the construction plans or other such contract documents and all necessary documents for obtaining VPDES Construction Permit coverage according to [IIM-LD-242](#). All plans developed shall be reviewed and approved by appropriate personnel certified through DEQ's ESC and SWM Certification program and shall be developed according to Section 105.10 of the Specifications and shall be submitted to the Engineer for review and approval. Once approved by the Engineer, VDOT will secure VPDES Construction Permit coverage according to [IIM-LD-242](#). After VDOT secures VPDES Construction Permit coverage for the support facility, the Engineer will notify the Contractor in writing. The support facility shall be subject to all conditions and requirements of the VPDES Construction Permit and all other contract documents. No land disturbing activities can occur in the support area(s) until written notice to proceed is provided by the Engineer.

### 4. Inspection Procedures

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a. Inspection Requirements

The Contractor shall be responsible for conducting site inspections in accordance with the requirements herein. Site inspections shall include erosion and sediment control and pollution prevention practices and facilities. The Contractor shall document such inspections by completion of Form C-107, Construction Runoff Control Inspection Form, in strict accordance with the directions contained within the form. Inspections shall include all areas of the site disturbed by construction activity, all on-site support facilities and all off site support facilities within VDOT right of way or easement. Inspections shall be conducted at least once every 7 calendar days (equivalent to once every five business days) and within 48 hours following any measureable storm event. In the event a measureable storm event occurs when there are more than 48 hours between business days, the inspection shall occur no later than the next business day. A business day is defined as Monday through Friday excluding State holidays. A measurable storm event is defined as one producing 0.25 inches of rainfall or greater over a 24 hour time period. The Contractor shall install a rain gage at a central location on the project site for the purposes of determining the occurrence of a measureable storm event. Where the project is of such a length that one rain gage may not provide an accurate representation of a the occurrence of a measurable storm event over the entire project site, the Contractor shall install as many rain gages as necessary to accurately reflect the amount of rainfall received over all portions of the project. The rain gage shall be observed no less than once each business day at the time prescribed in the SWPPP General Information Sheet notes in the construction plans or other contract documents to determine if a measureable storm event has occurred. The procedures for determining the occurrence of a measurable storm event are identified in the SWPPP General Information Sheet notes in the construction plans or other contract documents. For those areas of the site that have been temporarily stabilized or where land disturbing activities have been suspended due to continuous frozen ground conditions and stormwater discharges are unlikely, the inspection schedule may be reduced to once per month. If weather conditions (such as above freezing temperatures or rain or snow events) make stormwater discharges likely, the Contractor shall immediately resume the regular inspection schedule. Those definable areas where final stabilization has been achieved will not require further inspections provided such areas have been identified in the project's Stormwater Pollution Prevention Plan.

b. Corrective Actions

If a site inspection identifies an existing control measure that is not being maintained properly or operating effectively or an existing control measure that needs to be modified or locations where an additional control measure is necessary or any other deficiencies in the erosion and sediment control and pollution prevention plan, corrective action(s) shall be completed as soon as practical and prior to the next anticipated measurable storm event but no later than seven days after the date of the site inspection that identified the deficiency.

5. Unauthorized Discharges and Reporting Requirements

The Contractor shall not discharge into state waters sewage, industrial wastes, other wastes or any noxious or deleterious substances nor shall he otherwise alter the physical, chemical, or biological properties of such waters that render such waters detrimental for or to domestic use, industrial consumption, recreational or other public uses.

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(1) Notification of non-compliant discharges

The Contractor shall immediately notify the Engineer upon the discovery of or the potential of any unauthorized, unusual, extraordinary, or non-compliant discharge from the land construction activity or any of support facilities located on VDOT right of way or easement. Where immediate notification is not possible, such notification shall be not later than 24 hours after said discovery.

(2) Detailed report requirements for non-compliant discharges

The Contractor shall submit to the Engineer within 5 days of the discovery of any actual or potential non-compliant discharge a written report describing details of the discharge to include a description of the nature and location of the discharge, the cause of the discharge, the date of occurrence, the length of time that the discharge occurred, the volume of the discharge, the expected duration and total volume if the discharge is continuing, a description of any apparent or potential effects on private and/or public properties and state waters or endangerment to public health, and any steps planned or taken to reduce, eliminate and prevent a recurrence of the discharge. A completed Form C-107 shall be included in such reports.

6. Changes and Deficiencies

The Contractor shall report to the Engineer when any planned physical alterations or additions are made to the land disturbing activity or deficiencies in the project plans or contract documents are discovered that could significantly change the nature of or increase the potential for pollutants discharged from the land disturbing activity to surface waters and that have not previously been addressed in the SWPPP.

7. Amendments, Modifications, Revisions and Updates to the SWPPP

- a. The Contractor shall amend the SWPPP whenever site conditions, construction sequencing or scheduling necessitates revisions or modifications to the erosion and sediment control plan, the pollution prevention plan or any other component of the SWPPP for the land disturbing activity or onsite support facilities,
- b. The Contractor shall amend the SWPPP to identify any additional or modified erosion and sediment control and pollution prevention measures implemented to correct problems or deficiencies identified through any inspection or investigation process.
- c. The Contractor shall amend the SWPPP to identify any new or additional person(s) or contractor(s) not previously identified that will be responsible for implementing and maintaining erosion and sediment control and pollution prevention devices.
- d. The Contractor shall update the SWPPP to include:
  - (1) A record of dates when, major grading activities occur, construction activities temporarily or permanently cease on a portion of the site and stabilization measures are initiated.
  - (2) Documentation of replaced or modified erosion and sediment control and pollution prevention controls where periodic inspections or other

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information have indicated that the controls have been used inappropriately or incorrectly.

- (3) Identification of areas where final stabilization has occurred and where no further SWPPP or inspection requirements apply.
  - (4) The date of any prohibited discharges, the discharge volume released, and what actions were taken to minimize the impact of the release.
  - (5) A description of any measures taken to prevent the reoccurrence of any prohibited discharge.
  - (6) A description of any measures taken to address any issues identified by the required erosion and sediment control and pollution prevention inspections.
- e. The Contractor shall update the SWPPP no later than seven days after the implementation and/or the approval of any amendments, modifications or revisions to the erosion and sediment control plan, the pollution prevention plan or any other component of the SWPPP.
  - f. Revisions or modifications to the SWPPP shall be approved by the Engineer and shall be documented by the Contractor on a designated plan set (Record Set) according to [IIM-LD-246](#). All updates to the SWPPP shall be signed by the Contractor and the VDOT Responsible Land Disturber (RLD).
  - g. The record set of plans shall be maintained with other SWPPP documents on the project site or at a location convenient to the project site where no on site facilities are available.

**Section 107.21—Size and Weight Limitations** of the Specifications is amended to add the following:

- (d) **Construction Loading of Structures** - In the construction, reconstruction, widening, or repair of bridge, culvert, retaining wall and other similar type structures including approaches, the Contractor shall consider construction loads during the planning and prosecution of the work. If the loading capacity of these type structure(s) is not shown in the contract documents, the Contractor is responsible for contacting the office of the appropriate district bridge engineer to obtain the loading capacity information. Construction loads include but are not limited to the weight of cranes, trucks, other heavy construction or material delivery equipment, as well as the delivery or storage of materials placed on or adjacent to the structure or parts thereof during the various stages (phases) of the work in accordance with the Contractor's proposed work plan. The Contractor shall consider the effect(s) of construction loads on the loading capacity of these type structure(s) in his sequencing of the work and operations, including phase construction. At the Engineer's request the Contractor shall be prepared to discuss or review his proposed operations with the Engineer with regard to construction loads to demonstrate he has taken such into consideration in the planning and execution of the work.

## **SECTION 108—PROSECUTION AND PROGRESS OF WORK**

**Section 108.01—Prosecution of Work** of the Specifications is amended to replace the first paragraph with the following:

The Contractor shall begin work on the Contract within 10 calendar days after the date selected by the Contractor as his Notice to Proceed date or within 10 calendar days after the specific Notice to

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Proceed date indicated in the Contract, unless otherwise altered or amended by specific language in the Contract or as permitted by the provisions of Section 105.01 or Section 108.02 of the Specifications.

**Section 108.02(b) Holidays** of the Specifications is amended to include the following:

In addition to the Sunday or Holiday work limitations, mobile, short duration, short-term stationary, or intermediate-term stationary temporary traffic control zone (as defined in the *Virginia Work Area Protection Manual*) lane closures on mainline lanes, shoulders, or ramps shall not be performed during the following Holiday time periods without the written permission of the Engineer. Additionally, a long-term stationary temporary traffic control zone (as defined in the *Virginia Work Area Protection Manual*) shall not be initially put in place, adjusted, or removed during the following Holiday time periods without the written permission of the Engineer:

- **January 1:** From Noon on the preceding day until Noon on the following day, except as indicated below.
- **Easter:** As indicated below.
- **Memorial Day:** As indicated below.
- **July 4:** From Noon on the preceding day until Noon on the following day, except as indicated below.
- **Labor Day:** As indicated below.
- **Thanksgiving Day:** From Noon on the Wednesday preceding Thanksgiving Day until Noon on the Monday following Thanksgiving Day.
- **Christmas Day:** From Noon on the preceding day until Noon on the following day, except as indicated below.

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

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

**Section 108.04—Determination and Extension of Contract Time Limit** of the Specifications is amended to replace the second paragraph with the following:

With a fixed date contract when contract execution is not within 60 calendar days after the opening of bids, or when the Contractor is unable to commence work because of any failure of the Department, or when the Contractor is delayed because of the fault of the Department, the Contractor will be given an extension of time based on the number of days delayed beyond the 60 calendar days. No time extension will be allowed for a delay in the date of contract execution when the delay is the fault of the Contractor.

**Section 108.04(a) Fixed Date** of the Specifications is amended to add the following after the first paragraph as currently written:

If the Contract identifies a contract-specific Notice to Proceed date and the Contract is not executed by that date, the Contractor will receive an extension of time equal to the number of days between the contract-specific Notice to Proceed date and the eventual date of contract execution. If the Notice to Proceed date is selected by the Contractor and after prior approval the Engineer directs the

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Contractor not to begin work on that date, the Contractor will receive an extension of time equal to the number of days between the Contractor's selected Notice to Proceed date and the eventual date the Engineer informs the Contractor that he may commence the work.

**Section 108.07—Default of Contract** of the Specifications is amended to replace condition (a) with the following:

- (a) fails to begin the work under the Contract within 10 calendar days after the Contractor's selected Notice to Proceed date, or within 10 calendar days after a contract specific Notice to Proceed date indicated in the Contract, except as otherwise permitted by specific contract language or the provisions of Section 105.01 or Section 108.02 of the Specifications.

## **SECTION 109—MEASUREMENT AND PAYMENT**

**Section 109.01(a)—Measurement by Weight** is amended to replace the first paragraph and second paragraph including subparagraphs 1-4 with the following:

- (a) **Measurement by Weight:** Materials that are measured or proportioned by weight shall be weighted on accurate scales as specified in this section. When material is paid for on a tonnage basis, personnel performing the weighing shall be certified by the Department and shall be bonded to the Commonwealth of Virginia in the amount of \$10,000 for the faithful observance and performance of the duties of the weighperson required herein. The bond shall be executed on a form having the exact wording as the Weighpersons Surety Bond Form furnished by the Department and shall be submitted to the Department prior to the furnishing of the tonnage material.

The Contractor shall have the weighperson perform the following:

1. Furnish a signed weigh ticket for each load that shows the date, load number, plant name, size and type of material, project number, schedule or purchase order number, and the weights specified herein.
2. Maintain sufficient documentation so that the accumulative tonnage and distribution of each lot of material, by contract, can be readily identified.
3. Submit by the end of the next working day a summary of the number of loads and total weights for each type of material by contract.

**Section 109.01(a)—Measurement by Weight** is also amended to delete the third paragraph.

**Section 109.01(d)4 Asphalt** is amended to replace the "formula...used in computing the volume of asphalt at temperatures other than 60 degrees F" with the following:

$$V' = V \times [1 - K(T - 60)]$$

**Section 109.08(b)—Payment to Sub-Contractors** of the Specifications is amended to replace the second paragraph with the following:

Payment to Sub-Contractors shall be in accordance with the provisions of §2.2-4354 of the *Highway Laws of Virginia*:

The Contractor shall take one of the following two actions within 7 days after receipt of payment from the Department for the subcontractor's portion of the work as shown on the monthly progress estimate:

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1. Pay the subcontractor for the proportionate share of the total payment received from the agency attributable to the work performed by the subcontractor under that contract; or
2. Notify the Department and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor shall be obligated to pay interest in the amount 1 (one) percent per month on all amounts owed by the Contractor to the subcontractor that remain unpaid after 7 days following receipt by the Contractor of payment from the Department for work performed by the subcontractor, except amounts withheld as allowed in Section 2. The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower tier subcontractor.

**Section 109.09—Payment For Material On Hand** of the Specifications is replaced with the following:

When requested in writing by the Contractor, payment allowances may be made for material secured for use on the project. Such material payments will be for only those actual quantities identified in the contract, approved work orders, or otherwise **authorized and documented by the Engineer** as required to complete the project and shall be in accordance with the following terms and conditions:

- (a) **Structural Steel or Reinforcing Steel:** An allowance of 100 percent of the cost to the Contractor for structural steel **or reinforcing steel** materials secured for fabrication not to exceed 60 percent of the contract price may be made when such material is delivered to the fabricator and has been adequately identified for exclusive use on the project. **The provisions of this section for steel reinforcement will only apply where the quantity of steel reinforcement is identified as a separate and distinct bid item for payment.** An allowance of 100 percent of the cost to the Contractor for superstructure units and reinforcing steel, not to exceed 90 percent of the contract price, may be made when fabrication is complete. Prior to the granting of such allowances, the materials and fabricated units shall have been tested or certified and found acceptable to the Department and shall have been stored in accordance with the requirements specified herein. Allowances will be based on invoices, bills, or the estimated value as approved by the Engineer and will be subject to the retainage requirements of Section 109.08 of the Specifications. **For the purposes of this section fabrication is defined as any manufacturing process such as bending, forming, welding, cutting or coating with paint or anti-corrosive materials which alters, converts, or changes raw material for its use in the permanent finished work.**
- (b) **Other Materials:** For aggregate, pipe, guardrail, signs and sign assemblies, and other nonperishable material, an allowance of 100 percent of the cost to the Contractor for materials, not to exceed 90 percent of the contract price, may be made when such material is delivered **to the project** and stockpiled or stored in accordance with the requirements specified herein. Prior to the granting of such allowances, the material shall have been tested and found acceptable to the Department. Allowances will be based on invoices, bills, or the estimated value of the material as approved by the Engineer and will be subject to the retainage provisions of Section 109.08 of the Specifications.
- (c) **Excluded Items:** No allowance will be made for fuels, form lumber, falsework, temporary structures, or other work that will not become an integral part of the finished construction. **Additionally, no allowance will be made for perishable material such as cement, seed, plants, or fertilizer.**

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- (d) **Storage:** Material for which payment allowance is requested shall be stored in an approved manner in areas where damage is not likely to occur. If any of the stored materials are lost or become damaged, the Contractor shall repair or replace them **at no additional cost to the Department. Repair or replacement of such material will not be considered the basis for any extension of contract time.** If payment allowance has been made prior to such damage or loss, the amount so allowed or a proportionate part thereof will be deducted from the next progress estimate payment and withheld until satisfactory repairs or replacement has been made.

When it is determined to be impractical to store materials within the limits of the project, the Engineer may approve storage on private property or, for structural units and reinforcing steel, on the manufacturer's or fabricator's yard. Requests for payment allowance for such **stored** material shall be accompanied by a release from the owner or tenant of such property or yard agreeing to permit the removal of the materials from the property without cost to the Commonwealth.

- (e) **Materials Inventory:** If the Contractor requests a payment allowance for properly stored material, he shall submit a certified and itemized inventory statement to the Engineer no earlier than five days and no later than two days prior to the progress estimate date. The statement shall be submitted on forms furnished by the Department and shall be accompanied by **supplier's or manufacturer's** invoices or other documents that will verify the material's cost. Following the initial submission, the Contractor shall submit to the Engineer a monthly-certified update of the itemized inventory statement within the same time frame. The updated inventory statement shall show additional materials received and stored with invoices or other documents and shall list materials removed from storage since the last certified inventory statement, with appropriate cost data reflecting the change in the inventory. If the Contractor fails to submit the monthly-certified update within the specified time frame, the Engineer will deduct the full amount of the previous statement from the progress estimate.

At the conclusion of the project, the cost of material remaining in storage for which payment allowance has been made will be deducted from the progress estimate.

**GUIDELINES — ALL METRIC UNIT PROJECTS ONLY. WHEN THIS PROVISION APPLIES INCLUDE THE FOLLOWING IN THE PROPOSAL: c100am04 Gen Proj Requirements (Metric).**

**SSMCON02-0112**

December 1, 2011

VIRGINIA DEPARTMENT OF TRANSPORTATION  
2007 ROAD AND BRIDGE SUPPLEMENTAL SPECIFICATIONS

**IMPERIAL UNIT TO METRIC UNIT CONVERSION**

**I. GENERAL**

This Supplemental Specification is included in this specific project because the Department has identified the units of measure to be used as metric units only. The methods of conversion from imperial units into metric units required herein shall be used to convert only the specific units of measure in the Contract that are expressed only in imperial units.

Any imperial unit of measure in the contract documents with an accompanying expression in a metric unit shall be referred to hereinafter as a “dual unit” measurement. Such a “dual unit” measurement is typically expressed first in the imperial unit followed immediately to the right by the metric unit in parenthesis “( )” or brackets “[ ]” where parenthesis is used in the sentence to convey other information. Where “dual units” of measure appear in this project, only the metric units shall apply. The imperial unit shown is not to be considered interchangeable and mathematically convertible to the metric unit and shall not be used as an alternate or conflicting measurement.

If conflicting measurements of the same item appear in two separate places in the Contract with one measurement being a solitary metric unit measurement expressed only as a “single unit” or as the second part of a “dual unit” (imperial/metric) measurement and, the conflicting measurement is a metric unit measurement converted from an imperial unit measurement using this Supplemental Specification; the metric unit measurement expressed as a “single unit” or as part of a “dual unit” shall apply.

Any obvious or apparent error or omission shall be corrected in accordance with the requirements of Section 105.12 of the Specifications.

The conversion methods herein shall apply to the following:

- The *Virginia Department of Transportation Road and Bridge Specifications* book, dated 2007; and its accompanying revisions including all Supplemental Specifications, Special Provisions, and Special Provision Copied Notes in the Contract.
- The *Virginia Department of Transportation Road and Bridge Standards*, dated 2008; and its accompanying revisions including all Standard sheets and Special Design drawings.
- The 2011 edition of the *Virginia Work Area Protection Manual*.
- Other contract documents included in the Contract containing any use of imperial units of measure without an accompanying metric unit of measure.

The conversions herein shall not apply to the following:

- That portion of any Supplemental Specification, Special Provision, Special Provision Copied Note, Standard sheet, Special Design drawing or other contract document included in the Contract where only a metric unit of measure is used.

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- That portion of any Supplemental Specification, Special Provision, Special Provision Copied Note, Standard sheet, Special Design drawing or other contract document included in the Contract where a “dual unit” (imperial/metric) measurement is used.
- The plans, as defined in Section 101.02 of the Specifications. Such plans are expressed only in metric units for this project.
- The “Schedule of Items” in the Contract. The quantities and units of measure of such items in the “Schedule of Items” are expressed only in metric units for this project.

**II. IMPERIAL UNIT TO METRIC UNIT CONVERSION**

The table herein was developed as a tool for the specific purpose of converting measurements and units in the Contract expressed only as imperial units into the metric units required for this project. Such conversions shall only apply to those measurements and units specifically designated in the requirements of Section I of this special provision.

The units of measure, terms and abbreviations used in the table herein do not represent every conceivable imperial or metric unit of measure, term and abbreviation. Such used in the table herein represents what typically appear in a broad range of Department projects. The Contractor or Engineer may discover an imperial unit of measure, term and abbreviation in the Contract requiring conversion to metric in accordance with the requirements of Section I of this special provision that is not included in the table herein. If such occurs the Contractor shall submit to the Engineer for his/her approval the method of conversion and its source, the metric unit and resulting measurement.

Rounding of converted measurements shall be performed in a manner that establishes metric unit measurements that best reflect the intent of the measurements originally expressed in imperial units.

When nominal imperial unit measurements, such as pipe or aggregate sizes, are converted; the resulting measurement shall be for the purpose of clearly identifying the corresponding nominal metric unit measurements for that item.

Any obvious or apparent error or omission in converting the units of measure from imperial to metric in accordance with the requirements of the table herein shall be corrected in accordance with the requirements of Section 105.12 of the Specifications.

Converting the units of measure from imperial to metric in accordance with the requirements herein and of Section I of this special provision shall be performed in accordance with the follow table:

**TABLE OF IMPERIAL UNIT TO METRIC UNIT CONVERSION FORMULAS**

<b>FROM IMPERIAL UNIT (<u>IU</u>)</b>	<b>FORMULA</b>	<b>TO METRIC UNIT (<u>MU</u>)</b>
<b>DISTANCE</b>	<b>=====</b>	<b>DISTANCE</b>
<u>Linear foot</u> , ft	<u>IU</u> x .3048 = <u>MU</u>	<u>Meter</u> , m
<u>Inch</u> , in	<u>IU</u> x 25.4 = <u>MU</u>	<u>Millimeter</u> , mm
<u>Microinches</u>	<u>IU</u> x .0254 = <u>MU</u>	<u>Micrometer</u> , <u>µm</u>

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<b>FROM IMPERIAL UNIT (IU)</b>	<b>FORMULA</b>	<b>TO METRIC UNIT (MU)</b>
<u>Microinches</u>	$IU \times 0.0000254 = MU$	<u>Millimeter</u> , mm
<u>Mile</u> , mi (U.S. Statute)	$IU \times 1.60934 = MU$	<u>Kilometer</u> , km
<u>Station</u> (100 feet)	$IU \times .3048 = MU$	<u>Station</u> (100 meters)
<u>Yard</u> , yd	$IU \times 0.9144 = MU$	<u>Meter</u> , m
<b>DISTANCE (THICKNESS)</b>	<b>=====</b>	<b>DISTANCE (THICKNESS)</b>
<u>Mil</u> (.001 inch)	$IU \times .0000254 = MU$	<u>Meter</u> , m
<u>Mil</u> (.001 inch)	$IU \times 0.0254 = MU$	<u>Millimeter</u> , mm
<u>Mil</u> (.001 inch)	$IU \times 25.4 = MU$	<u>Micrometer</u> , <u>Micron</u> (.000001 meter), $\mu m$
<b>SLOPE RATE</b>	<b>=====</b>	<b>SLOPE RATE</b>
<u>Inch per foot</u> , in/ft	$IU \times 25.4 \times 3.2808399 = MU$	<u>Millimeters per meter</u> , mm/m
<b>SLOPE RATE (AVERAGE)</b>	<b>=====</b>	<b>SLOPE RATE (AVERAGE)</b>
<u>Inches per mile</u> International Roughness Index (IRI)	$IU \times 25.4 \times 0.62137 = MU$	<u>Millimeters per Kilometer</u> , mm/km International Roughness Index (IRI)
<b>AREA</b>	<b>=====</b>	<b>AREA</b>
<u>Acre</u> , ac	$IU \times 0.4046873 = MU$	<u>Hectare</u> , ha
<u>Square foot</u> , ft <sup>2</sup>	$IU \times 92903.04 = MU$	<u>Square millimeter</u> , mm <sup>2</sup>
<u>Square foot</u> , ft <sup>2</sup>	$IU \times .092903 = MU$	<u>Square meter</u> , m <sup>2</sup>
<u>Square inch</u> , in <sup>2</sup>	$IU \times 6.4516 = MU$	<u>Square centimeter</u> , cm <sup>2</sup>
<u>Square mile</u> , mi <sup>2</sup>	$IU \times 2.589988 = MU$	<u>Square kilometer</u> , km <sup>2</sup>
<u>Square yard</u> , yd <sup>2</sup>	$IU \times 0.8361274 = MU$	<u>Square meter</u> , m <sup>2</sup>
<u>Square yard</u> , yd <sup>2</sup>	$IU \times 8361.274 = MU$	<u>Square centimeter</u> , cm <sup>2</sup>
<u>Unit</u> (1,000 square feet)	$IU \times 1.07639 = MU$	<u>Unit</u> (100 square meters)
<u>Unit</u> (100 square feet)	$IU \times 1 = MU$	<u>Unit</u> (9.2 square meters)
<u>Unit</u> (100 square feet)	$IU \times 1.07639 = MU$	<u>Unit</u> (10 square meters)
<u>Board-foot</u>	$IU \times 0.002359737 = MU$	<u>Cubic meter</u> , m <sup>3</sup>
1,000 foot-board-measure, MFBM	$IU \times 2.359737 = MU$	<u>Cubic meter</u> , m <sup>3</sup>
<b>VOLUME</b>	<b>=====</b>	<b>VOLUME</b>
<u>Cubic foot</u> , ft <sup>3</sup>	$IU \times 0.02831685 = MU$	<u>Cubic meter</u> , m <sup>3</sup>
<u>Cubic Inch</u> , in <sup>3</sup>	$IU \times 16.38706 = MU$	<u>Cubic centimeter</u> , cm <sup>3</sup>
<u>Cubic yard</u> , yd <sup>3</sup>	$IU \times 0.7645549 = MU$	<u>Cubic meter</u> , m <sup>3</sup>
<b>VOLUME (U.S. LIQUID)</b>	<b>=====</b>	<b>VOLUME (LIQUID)</b>

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<b>FROM IMPERIAL UNIT (IU)</b>	<b>FORMULA</b>	<b>TO METRIC UNIT (MU)</b>
<u>Fluid ounce</u> , fl oz	$IU \times 29.57353 = MU$	<u>Milliliter</u> , ml
<u>Gallon</u> , gal	$IU \times 3.7854 = MU$	<u>Liter</u> , l
<u>Ounce</u> , oz	$IU \times 29.57353 = MU$	<u>Milliliter</u> , ml
<u>Pint</u> , pt	$IU \times 0.47318 = MU$	<u>Liter</u> , l
<u>Pint</u> , pt	$IU \times 473.1765 = MU$	<u>Milliliter</u> , ml
<u>Quart</u> , qt	$IU \times 0.94635 = MU$	<u>Liter</u> , l
<u>Unit</u> (1,000 gallons)	$IU \times 1 = MU$	<u>Unit</u> (3,785 liters)
<b>MASS (WEIGHT)</b>	<b>=====</b>	<b>MASS</b>
<u>Ounce</u> , oz	$IU \times 28.34952 = MU$	<u>Gram</u> , g
<u>Ounce</u> , oz	$IU \times 0.02834952 = MU$	<u>Kilogram</u> , kg
<u>Pound</u> , lb	$IU \times 0.45359 = MU$	<u>Kilogram</u> , kg
<u>Ton</u> (Short=2000 lbs)	$IU \times 0.9071847 = MU$	<u>Metric ton</u>
<u>Ton</u> (Short=2000 lbs)	$IU \times 907.1847 = MU$	<u>Kilogram</u> , kg
<u>Tonnage</u>	$IU \times 0.9071847 = MU$	<u>Metric tonnage</u>
<u>Weight</u>	Equivalent Terms	<u>Mass</u>
<b>MASS (APPLIED RATE)</b>	<b>=====</b>	<b>MASS (APPLIED RATE)</b>
<u>Pounds per linear foot</u> , lb/ft	$IU \times 0.45359 \times 3.2808399 = MU$	<u>Kilograms per meter</u> , kg/m
<u>Pounds per linear foot</u> , lb/ft	$IU \times 453.5924 \times 3.28084 = MU$	<u>Grams per meter</u> , g/m
<u>Tons per inch</u>	$IU \times 907.1847 \times .03937 = MU$	<u>Kilograms per millimeter</u> , kg/mm
<b>DENSITY</b>	<b>=====</b>	<b>DENSITY</b>
<u>Pounds per cubic foot</u> , lb/ft <sup>3</sup>	$IU \times 0.45359 \times 35.314662 = MU$	<u>Kilograms per cubic meter</u> , kg/m <sup>3</sup>
<u>Pounds per cubic yard</u> , lb/yd <sup>3</sup>	$IU \times 0.45359 \times 1.3079505 = MU$	<u>Kilograms per cubic meter</u> , kg/m <sup>3</sup>
<u>Pounds per gallon</u> , lb/gal	$IU \times 453.5924 \times 0.264172 = MU$	<u>Grams per liter</u> , g/l
<u>Pounds per gallon</u> , lb/gal	$IU \times 0.45359 \times 0.264172 = MU$	<u>Kilograms per liter</u> , kg/l
<u>Pounds per gallon</u> , lb/gal	$IU \times 0.45359 \times .264172 = MU$	<u>Kilograms per liter</u> , kg/l
<b>FORCE</b>	<b>=====</b>	<b>FORCE</b>
<u>Kip</u> (1000 pound-force, lbf)	$IU \times 4.448222 = MU$	<u>Kilonewton</u> , kN
<u>Pound</u> , lbf	$IU \times 4.448222 = MU$	<u>Newton</u> , N
<u>Pound</u> , lbf	$IU \times 0.004448222 = MU$	<u>Kilonewton</u> , kN
<u>Poundal</u>	$IU \times 0.1382550 = MU$	<u>Newton</u> , N
<u>Pounds per inch</u> , lb/in	$IU \times 0.00445 \times 39.37008 = MU$	<u>Kilonewtons per meter</u> , kN/m

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<b>FROM IMPERIAL UNIT (IU)</b>	<b>FORMULA</b>	<b>TO METRIC UNIT (MU)</b>
<u>Pounds per linear foot, lb/lf</u>	$IU \times 0.0044482 \times 3.28084 = MU$	<u>Kilonewtons per meter, kN/m</u>
<u>Ton (2000 pound-force, lbf)</u>	$IU \times 8896.444 = MU$	<u>Newton, N</u>
<b>PRESSURE</b>	<b>=====</b>	<b>PRESSURE</b>
<u>Ounces per square foot, oz/ft<sup>2</sup></u>	$IU \times 28.34952 \times 10.76391 = MU$	<u>Grams per square meter, g/m<sup>2</sup></u>
<u>Ounces per square yard, oz/yd<sup>2</sup></u>	$IU \times 0.028349 \times 1.19599 = MU$	<u>Kilograms per square meter, kg/m<sup>2</sup></u>
<u>Pounds per square foot, lb/ft<sup>2</sup></u>	$IU \times 4.882428 \times 10.7639 = MU$	<u>Kilograms per square meter, kg/m<sup>2</sup></u>
<u>Pounds per square inch, lb/in<sup>2</sup></u>	$IU \times 0.006894757 = MU$	<u>Megapascals, MPa</u>
<u>Pounds per square inch, lb/in<sup>2</sup></u>	$IU \times 6.894757 = MU$	<u>Kilopascals, kPa</u>
<u>Pounds per square yard, lb/yd<sup>2</sup></u>	$IU \times 0.0004536 \times 11959.9 = MU$	<u>Metric tons per hectare,</u>
<u>Pounds per square yard, lb/yd<sup>2</sup></u>	$IU \times 0.45359 = MU$	<u>Kilograms per square meter, kg/m<sup>2</sup></u>
<b>WORK</b>	<b>=====</b>	<b>WORK</b>
<u>Foot poundal</u>	$IU \times 0.04214011 = MU$	<u>Joule (J)</u>
<u>Foot-pound, ft-lbf</u>	$IU \times 0.3048 \times 4.448222 = MU$	<u>Newtonmeters, Nm</u>
<u>Foot-pound, ft-lbf</u>	$IU \times 1.355818 = MU$	<u>Joule (J)</u>
<u>Inch-pound, in-lbf</u>	$IU \times .08333 \times 1.355818 = MU$	<u>Joule (J)</u>
<u>Watt-hour, Wh</u>	$IU \times 0.0036 = MU$	<u>Joule (J)</u>
<u>Kilowatt-hour, kWh</u>	$IU \times 0.0000036 = MU$	<u>Joule (J)</u>
<b>WORK RATE</b>	<b>=====</b>	<b>WORK RATE</b>
<u>Foot-pounds (25) at +10°F</u>	<u>Equivalent</u>	<u>Joules (34) at -12°C</u>
<u>Foot-pounds per inch (ft-lbf/in)</u>	$IU \times 1.355818 \times 39.37007 = MU$	<u>Joules per meter, J/m</u>
<u>Foot-pounds per inch (ft-lbf/in)</u>	$IU \times 1.355818 \times 39.37007 = MU$	<u>Newtonmeters per meter, Nm/m</u>
<u>Foot-pounds per pound (ft-lbf/lbf)</u>	$IU \times 1.355818 \times 4.448222 = MU$	<u>Joules per newton, J/n</u>
<u>Kips per foot</u>	$IU \times 4.448222 \times 3.28084 = MU$	<u>Kilonewtons per meter, kN/m</u>
<u>Kips per square inch</u>	$IU \times 4.448222 \times 0.155 = MU$	<u>Kilonewtons per square centimeter, kN/cm<sup>2</sup></u>
<b>POWER</b>	<b>=====</b>	<b>POWER</b>
<u>Foot-pound per second, ft-lbf/s</u>	$IU \times 1.355818 = MU$	<u>Joule per second, J/s</u>
<u>Watt, W</u>	$IU \times 1 = MU$	<u>Joule per second, J/s</u>
<b>FLOW</b>	<b>=====</b>	<b>FLOW</b>
<u>Cubic feet per second, cfs</u>	$IU \times 0.02831685 = MU$	<u>Cubic meters per Second, m<sup>3</sup>/s</u>
<u>Gallons per minute, gpm</u>	$IU \times 0.0000630902 = MU$	<u>Cubic meters per Second, m<sup>3</sup>/s</u>
<u>Gallons per minute, gpm</u>	$IU \times 3.7854 \times 0.016667 = MU$	<u>Liters per second, l/s</u>

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<b>FROM IMPERIAL UNIT (IU)</b>	<b>FORMULA</b>	<b>TO METRIC UNIT (MU)</b>
<u>Gallons per minute per foot</u> , gpm/ft	$IU \times 3.7854 \times 3.2808399 = MU$	<u>Liters per minute per meter</u> , l/m/m
<b>FLOW (PER OPENING AREA)</b>	=====	<b>FLOW (PER OPENING AREA)</b>
<u>Cubic Feet per Second per square foot</u> , cfs/ft <sup>2</sup>	$IU \times 0.02831685 \times 10.76394 = MU$	<u>Cubic meters per second per square meter</u> , m <sup>3</sup> /s/ m <sup>2</sup>
<b>VELOCITY</b>	=====	<b>VELOCITY</b>
<u>Feet per second</u> , ft/s	$IU \times .3048 = MU$	<u>Meters per second</u> , m/s
<u>Miles per hour</u> , mph	$IU \times 1.60934 = MU$	<u>Kilometers per hour</u> , kph
<b>ACCELERATION</b>	=====	<b>ACCELERATION</b>
<u>Feet per second per second</u> , ft/s/s	$IU \times .3048 = MU$	<u>Meters per second per second</u> , m/s/s
<b>TEMPERATURE</b>	=====	<b>TEMPERATURE</b>
<u>Fahrenheit</u> , °F	$(IU \text{ minus } 32) \times 0.5556 = MU$	<u>Celsius</u> , °C
<b>COEFFICIENT OF EXPANSION</b>		<b>COEFFICIENT OF EXPANSION</b>
<u>Foot per degree F</u> , ft/°F	$IU \times .3048 \times 1.8 = MU$	<u>Meters per degree C</u> , m/°C
<b>LIGHT</b>	=====	<b>LIGHT</b>
<u>Foot-candle</u>	$IU \times 10.76391 = MU$	<u>Lux</u> , lx
<b>LIGHT (EXPOSURE RATE)</b>	=====	<b>LIGHT (EXPOSURE RATE)</b>
<u>Candelas (or Candles) per foot-candle per square foot</u>	$IU \times 10.76391 \times 10.76391 = MU$	<u>Candelas (or Candles) per lux per square meter</u> , cd/lx/m <sup>2</sup>
<u>Millicandelas per square foot per foot-candle</u>	$IU \times 10.76391 \times 10.7639 = MU$	<u>Millicandelas per square meter per lux</u> , mcd/m <sup>2</sup> /lx
<u>Millicandles (100) per square foot per foot-candle</u>	$IU \times 10.76391 \times 10.7639 = MU$	<u>Millicandles (100) per square meter per lux</u> , 100mcd/m <sup>2</sup> /lx
<b>STANDARD SIZES</b>	=====	<b>STANDARD SIZES</b>
<u>Class A3 Concrete</u>	<u>Equivalent</u>	<u>Class 20 Concrete</u>
<u>Class A3.5 Concrete</u>	<u>Equivalent</u>	<u>Class 25 Concrete</u>
<u>Class A4 Concrete</u>	<u>Equivalent</u>	<u>Class 30 Concrete</u>
<u>Class A4.5 Concrete</u>	<u>Equivalent</u>	<u>Class 35 Concrete</u>
<u>Class A5 Concrete</u>	<u>Equivalent</u>	<u>Class 35-60 by 5's Concrete</u>
<u>Class B2 Concrete</u>	<u>Equivalent</u>	<u>Class 15 Concrete</u>
<u>Class C1 Concrete</u>	<u>Equivalent</u>	<u>Class 10 Concrete</u>
<u>Class T3 Concrete</u>	<u>Equivalent</u>	<u>Class 20T Concrete</u>
<u>Gage, 06 (Gauge) (Diameter)</u>	<u>Equivalent</u>	<u>4.88 Millimeter</u>
<u>Gage, 09 (Gauge) (Diameter)</u>	<u>Equivalent</u>	<u>3.76 Millimeter</u>
<u>Gage, 12 (Gauge) (Diameter)</u>	<u>Equivalent</u>	<u>2.67 Millimeter</u>

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<b>FROM IMPERIAL UNIT (IU)</b>	<b>FORMULA</b>	<b>TO METRIC UNIT (MU)</b>
<u>Gage, 07 (Gauge) (Thickness)</u>	<u>Equivalent</u>	<u>4.5 Millimeter</u>
<u>Gage, 10 (Gauge) (Thickness)</u>	<u>Equivalent</u>	<u>3 Millimeter</u>
<u>Gage, 12 (Gauge) (Thickness)</u>	<u>Equivalent</u>	<u>2.8 Millimeter</u>
<u>Gage, 13 (Gauge) (Thickness)</u>	<u>Equivalent</u>	<u>2.32 Millimeter</u>
<u>Gage, 14 (Gauge) (Diameter)</u>	<u>Equivalent</u>	<u>2.0 Millimeter</u>
<u>Gage, 16 (Gauge) (Thickness)</u>	<u>Equivalent</u>	<u>1.55 Millimeter</u>
<u>Gage, 18 (Gauge) (Thickness)</u>	<u>Equivalent</u>	<u>1.3 Millimeter</u>
<u>Gage, 20 (Gauge) (Thickness)</u>	<u>Equivalent</u>	<u>0.9 Millimeter</u>
<u>Inch (Bolts)</u>	<u>Equivalent</u>	<u>See specific metric replacements</u>
<u>Sieve, 1 inch</u>	<u>Equivalent</u>	<u>Sieve, 25 millimeter</u>
<u>Sieve, 1/2 inch</u>	<u>Equivalent</u>	<u>Sieve, 12.5 millimeter</u>
<u>Sieve, 1-1/2 inch</u>	<u>Equivalent</u>	<u>Sieve, 37.5 millimeter</u>
<u>Sieve, 2 inch</u>	<u>Equivalent</u>	<u>Sieve, 50 millimeter</u>
<u>Sieve, 2-1/2 inch</u>	<u>Equivalent</u>	<u>Sieve, 63.5 millimeter</u>
<u>Sieve, 3 inch</u>	<u>Equivalent</u>	<u>Sieve, 75 millimeter</u>
<u>Sieve, 3/4 inch</u>	<u>Equivalent</u>	<u>Sieve, 19 millimeter</u>
<u>Sieve, 3/8 inch</u>	<u>Equivalent</u>	<u>Sieve, 9.5 millimeter</u>
<u>Sieve, 3-1/2 inch</u>	<u>Equivalent</u>	<u>Sieve, 90 millimeter</u>
<u>Sieve, 4 inch</u>	<u>Equivalent</u>	<u>Sieve, 100 millimeter</u>
<u>Sieve, No. 04</u>	<u>Equivalent</u>	<u>Sieve, 4.75 millimeter</u>
<u>Sieve, No. 08</u>	<u>Equivalent</u>	<u>Sieve, 2.36 millimeter</u>
<u>Sieve, No. 100</u>	<u>Equivalent</u>	<u>Sieve, 150µm [aka micrometer, micron (.001mm)]</u>
<u>Sieve, No. 100</u>	<u>Equivalent</u>	<u>Sieve, 150µm [aka micrometer, micron (.001mm)]</u>
<u>Sieve, No. 16</u>	<u>Equivalent</u>	<u>Sieve, 1.18 millimeter</u>
<u>Sieve, No. 20</u>	<u>Equivalent</u>	<u>Sieve, 850µm [aka micrometer, micron (.001mm)]</u>
<u>Sieve, No. 200</u>	<u>Equivalent</u>	<u>Sieve, 75 millimeter</u>
<u>Sieve, No. 200</u>	<u>Equivalent</u>	<u>Sieve, 75µm [aka micrometer, micron (.001mm)]</u>
<u>Sieve, No. 30</u>	<u>Equivalent</u>	<u>Sieve, 600 millimeter</u>
<u>Sieve, No. 300</u>	<u>Equivalent</u>	<u>Sieve, 270µm [aka micrometer, micron (.001mm)]</u>
<u>Sieve, No. 40</u>	<u>Equivalent</u>	<u>Sieve, 425µm [aka micrometer, micron (.001mm)]</u>

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<b>FROM IMPERIAL UNIT (IU)</b>	<b>FORMULA</b>	<b>TO METRIC UNIT (MU)</b>
<u>Sieve, No. 50</u>	<u>Equivalent</u>	<u>Sieve, 300 millimeter</u>
<u>Sieve, No. 60</u>	<u>Equivalent</u>	<u>Sieve, 250µm [aka micrometer, micron (.001mm)]</u>
<u>Sieve, No.10</u>	<u>Equivalent</u>	<u>Sieve, 2.00 millimeter</u>
<b>IMPACT STRENGTH</b>	<b>=====</b>	<b>IMPACT STRENGTH</b>
<u>Pounds (force) per inch, lbf/in</u>	<u>IU x 4.448222 x .03937 = MU</u>	<u>Newtons per millimeter, N/mm</u>
<b>ABSORPTION RATE</b>	<b>=====</b>	<b>ABSORPTION RATE</b>
<u>Liters per mil</u>	<u>IU x 39.37 = MU</u>	<u>Liters per millimeter, l/mm</u>
<b>APPLICATION RATES</b>	<b>=====</b>	<b>APPLICATION RATES</b>
<u>Gallons per cubic yard, gal/yd<sup>3</sup></u>	<u>IU x 3.7854 x 0.764555 = MU</u>	<u>Liters per cubic meter, l/m<sup>3</sup></u>
<u>Gallons per square foot, gal/ft<sup>2</sup></u>	<u>IU x 3.7854 x 10.76391 = MU</u>	<u>Liters per square meter, l/m<sup>2</sup></u>
<u>Gallons per square yard, gal/yd<sup>2</sup></u>	<u>IU x 3.7854 x 1.19598999 = MU</u>	<u>Liters per square meter, l/m<sup>2</sup></u>
<u>Gallons per ton</u>	<u>IU x 3.7854 x 0.9071847 = MU</u>	<u>Liters per metric ton</u>
<u>Inch per second per 0.1 inch</u>	<u>IU x 25.4 x 393.7007 = MU</u>	<u>Millimeters per second per meter, mm/s/m</u>
<u>Pounds per 100 square foot</u>	<u>IU x 0.45359 x 1 = MU</u>	<u>Kilograms per 9.29 square meters</u>
<u>Pounds per acre, lb/ac</u>	<u>IU x 0.45359 x 2.47104 = MU</u>	<u>Kilograms per hectare, kg/ha</u>
<u>Pounds per square foot per hour, lb/ft<sup>2</sup>/h</u>	<u>IU x 4.88243 x 10.76391 = MU</u>	<u>Kilograms per square meter per hour, kg/m<sup>2</sup>/h</u>
<u>Pounds per square yard per inch, lb/yd<sup>2</sup>/in</u>	<u>IU x 0.45359 x 0.8361274 = MU</u>	<u>Kilograms per square meter (25-millimeter nominal application rate)</u>
<u>Pounds per square yard per inch, lb/yd<sup>2</sup>/in</u>	<u>IU x 0.4536 x 0.8361 x 0.03937 = MU</u>	<u>Kilograms per square meter per millimeter, kg/m<sup>2</sup>/mm</u>
<u>Square foot per gallon, ft<sup>2</sup>/gal</u>	<u>IU x 0.092903 x 0.264172 = MU</u>	<u>Square meters per liter, m<sup>2</sup>/l</u>
<u>Tons per acre</u>	<u>IU x 0.9071847 x 2.47104 = MU</u>	<u>Metric tons per hectare</u>

### III. SPECIFIC METRIC REPLACEMENTS

The *Virginia Department of Transportation Road and Bridge Specifications* book, dated 2007; its accompanying revisions including all Supplemental Specifications, Special Provisions, and Special Provision Copied Notes; the *Virginia Department of Transportation Road and Bridge Standards*, dated 2008; its accompanying revisions including all Standard sheets and Special Design drawings; the *Virginia Work Area Protection Manual*, dated May 1, 2005; and other contract documents included in the Contract contain specific elements such as tables, nomographs and forms that, as they appear in those imperial-only unit documents, are difficult to convert to metric units using only a conversion method. The following are metric unit replacements for specific imperial units in this Contract:

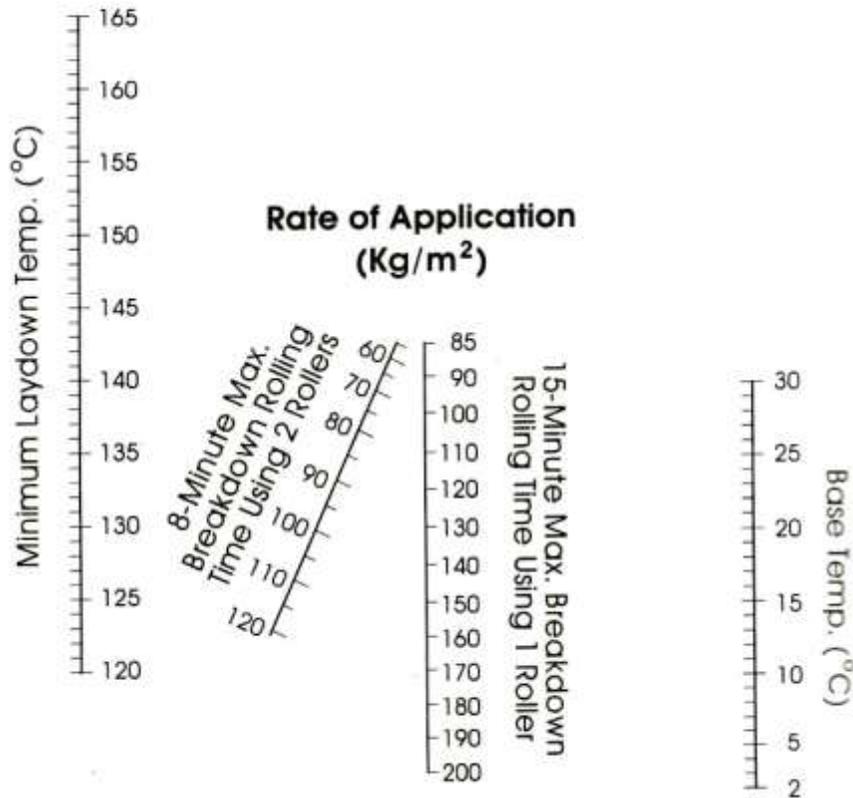
\*These SPECIFICATIONS REVISIONS are subject to change on short notice.

A. The **VIRGINIA DEPARTMENT OF TRANSPORTATION ROAD AND BRIDGE SPECIFICATIONS** book, dated 2007

**Table III-2, Cold Weather Paving Limitations**

The imperial-only unit nomograph titled "Table III-2, Cold Weather Paving Limitations" in the *Virginia Department of Transportation Road and Bridge Specifications* book, dated 2007 is replaced with the following:

**TABLE III-2  
Cold Weather Paving Limitations  
Asphalt Concrete Paving Limitations**



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**Section 226.02(h) High-Strength Bolts in the 2007 Road and Bridge Specifications book**

**Section 226.02(h)b.** and **Section 226.02(h)c.** of the Specifications are replaced with the following:

- b. During this test, the minimum recorded tension shall be at least 1.15 times the required bolt proof load as specified in ASTM A325 and A490:

<b>1.15 x Proof Load (kN)</b>		
<b>Bolt Size</b>	<b>325</b>	<b>A490</b>
M16x2	108.3	149
M20x2.5	169	233
M22x2.5	209	288
M24x3	244	337
M27x3	316	438
M30x3.5	387	536
M36x4	563	780

- c. The measured torque to produce the required fastener tension shall not exceed the value obtained by the following equation:

$$\text{Torque} = 0.25 PD$$

Where:

Torque = measured torque (newtonmeters)  
 $P$  = measured bolt tension (newtons)  
 $D$  = nominal diameter (meters).

<b>Max. Torque 1.15 x Proof Load (Nm)</b>		
<b>Bolt Size</b>	<b>A325</b>	<b>A490</b>
M16x2	430	600
M20x2.5	850	1170
M22x2.5	1150	1580
M24x3	1460	2020
M27x3	2130	2960
M30x3.5	2900	4020
M36x4	5070	7020

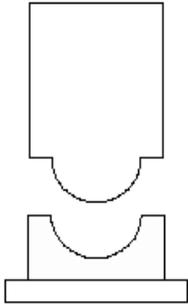
**B. Supplemental Specifications, Special Provisions, Special Provision Copied Notes****Special provision for "Wave Equation Analysis"**

The form titled "**Pile and Driving Equipment Data Form**" in the Special Provision for **Wave Equation Analysis** is replaced with the following:

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**VIRGINIA DEPARTMENT OF TRANSPORTATION  
PILE AND DRIVING EQUIPMENT DATA FORM**

Project: \_\_\_\_\_  
Pile Driving Contractor Or Subcontractor (Driven by): \_\_\_\_\_



**HAMMER** Manufacture: \_\_\_\_\_ Model: \_\_\_\_\_  
Type: \_\_\_\_\_  
Rated Energy: \_\_\_\_\_ @ \_\_\_\_\_ Length of Stroke  
Modifications: \_\_\_\_\_



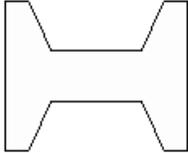
**RAM** Ram Mass: \_\_\_\_\_  
**ANVIL OR BASE** Mass: \_\_\_\_\_



**STRIKER PLATE** Material: \_\_\_\_\_  
Thickness: \_\_\_\_\_ Area: \_\_\_\_\_  
Modulus of Elasticity - E: \_\_\_\_\_ (kpa)  
Coefficient of Restitution: \_\_\_\_\_



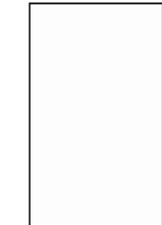
**CAP BLOCK** Material: \_\_\_\_\_  
Thickness: \_\_\_\_\_ Area: \_\_\_\_\_  
Modulus of Elasticity - E: \_\_\_\_\_ (kpa)  
Coefficient of Restitution: \_\_\_\_\_



**PILE CAP** Helmet \_\_\_\_\_ Mass: \_\_\_\_\_  
Bonnet \_\_\_\_\_ Materials: \_\_\_\_\_  
Anvil Block \_\_\_\_\_  
Remarks: \_\_\_\_\_  
Drive head \_\_\_\_\_  
Accessories \_\_\_\_\_



**CUSHION** Cushion Material: \_\_\_\_\_  
Thickness: \_\_\_\_\_ Area: \_\_\_\_\_  
Modulus of Elasticity - E: \_\_\_\_\_ (kpa)  
Coefficient of Restitution: \_\_\_\_\_



**PILE** Type: \_\_\_\_\_  
Pile Size: \_\_\_\_\_ Length: \_\_\_\_\_ Diameter: \_\_\_\_\_  
Cross Sectional Area: \_\_\_\_\_  
Material: \_\_\_\_\_ Mass/m: \_\_\_\_\_  
Design Pile Capacity: \_\_\_\_\_ metric tons  
Description of Splice: \_\_\_\_\_

Tip Treatment Description: \_\_\_\_\_

Remarks: \_\_\_\_\_

Submitted By: \_\_\_\_\_ Date: \_\_\_\_\_  
Company: \_\_\_\_\_ Phone: \_\_\_\_\_

Cc: District Bridge Engineer  
State Bridge Engineer  
Construction Manager

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\*These SPECIFICATIONS REVISIONS are subject to change on short notice.

**C. The Virginia Department of Transportation Road and Bridge Standards, dated 2008**

**Appendix A-2, Standard Reinforcing Bars**

Where imperial units are used in the Contract to specify **Standard Reinforcing Bars**, the following conversion chart shall apply:

<b>STANDARD REINFORCING BARS</b>								
<b>IMPERIAL</b>					<b>METRIC</b>			
<b>Bar Size Designation</b>	<b>Diameter (in)</b>	<b>Area (in<sup>2</sup>)</b>	<b>Weight (lb/ft)</b>		<b>Bar Size Designation</b>	<b>Diameter (mm)</b>	<b>Area (mm<sup>2</sup>)</b>	<b>Mass (kg/m)</b>
#3	0.375	0.11	0.376		#10	9.5	71	0.56
#4	0.5	0.2	0.668		#13	12.7	129	0.994
#5	0.625	0.31	1.043		#16	15.9	199	1.552
#6	0.75	0.44	1.502		#19	19.1	284	2.235
#7	0.875	0.6	2.044		#22	22.2	387	3.042
#8	1	0.79	2.67		#25	25.4	510	3.973
#9	1.128	1	3.4		#29	28.7	645	5.06
#10	1.27	1.27	4.303		#32	32.3	819	6.404
#11	1.41	1.56	5.313		#36	35.8	1006	7.907
#14	1.693	2.25	7.65		#43	43	1452	11.38
#18	2.257	4	13.6		#57	57.3	2581	20.24

\*These SPECIFICATIONS REVISIONS are subject to change on short notice.

**———— CNSP SELECT USE 100 SERIES SPCNs and SPs ————**

The following are Select Use Special Provisions. None have been through the Department's complete Specifications Committee review/comment/acceptance process and are not part of the Standard Specifications. They are to be considered as project-specific and may be subject to modifications required to meet specific project conditions or requirements for Federal funding. Anyone making modifications is responsible for obtaining the appropriate expertise in the discipline applicable to the modification. If modifications are made the date must also be changed to reflect the current date. Please send a copy of the modified special provision with the new date and specific project number to [David.Gayle@VDOT.Virginia.gov](mailto:David.Gayle@VDOT.Virginia.gov) so it may be added to the Specifications Stockpile.

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**cu103000a Contract Renewal or Extension**

**GUIDELINES — FOR PROJECTS THAT ARE DIFFICULT TO ACCURATELY DETERMINE THE AMOUNT OF WORK INVOLVED AND WOULD BE EASIER TO EXTEND THE EXISTING CONTRACT AND FINISH IT THAN START A NEW CONTRACT (SUCH AS TRAFFIC SIGNAL REHABILITATION THROUGH MULTIPLE LOCATIONS). USE ONLY WITH THE APPROVAL OF THE DISTRICT CONSTRUCTION ENGINEER OR REGIONAL ENGINEER DEPENDING ON THE TYPE OF CONTRACT.**

**SECTION 103.02—AWARD OF CONTRACT** (Contract Renewal or Extension) is amended to include the following:

The Department may extend the Contract in order for the Contractor to complete scheduled work or work underway. In addition, the Department reserves the right to extend the Contract no more than two renewal terms providing the Department and Contractor are in agreement and the following conditions are met:

- (1) the Contractor's bonding agency is in agreement with the Contract Renewal
- (2) no new bid items are added
- (3) proof of insurance
- (4) there are no increases in unit prices

12-20-10a (SPCN)

**cu103001a Contract Establishment (On Call-State)**

**GUIDELINES —USE ONLY WITH STATE FUNDED ON-CALL PROJECTS.**

**CONTRACT ESTABLISHMENT** shall consist of furnishing contract bonds, required affidavits, documents, certificates, and evidence of insurance to the Engineer in accordance with Section 103 of the Specifications. Contract Establishment will be paid for at the contract lump sum price. This price shall include procuring and furnishing bonds, insurance certificates, and any other items necessary to execute the Contract and extend the Contract for additional terms. If the lump sum price bid by the Contractor for Contract Establishment exceeds 2 percent of the total bid price of other items, the bid will be considered nonresponsive and may be rejected. Contract Establishment will be paid for on the first progress estimate. If the Contract is renewed for additional terms, Contract Establishment will be paid for at the lump sum price on the first progress estimate of each additional term.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Contract Establishment	Lump Sum

9-30-15 (SPCN)

\*These SPECIFICATIONS REVISIONS are subject to change on short notice.

**cu103002c On Call Contracts (Fed funds)****GUIDELINES —USE ONLY WITH FEDERALLY FUNDED ON CALL CONTRACT PROJECTS.**

**ON CALL CONTRACTS** — This Contract is for the delivery of goods and services under the terms and conditions of the Contract at pre-arranged prices, when and if required. On Call contracts are intended to serve as a cost effective and timely response contracting method when the Department anticipates the need for a variety of goods or services for specific purposes; however, the actual demand is not known and delivery of the goods or services is made when a requirement arises. The Contractor agrees to provide the goods and services at the Contract unit prices. The estimated bid quantities are based on existing conditions and/or quantities historically used in the geographic area of the Contract. During the life of the Contract, the Department will issue Task Orders to the Contractor whose cumulative value will equal or exceed 70 percent of the original Contract amount, unless the Contract is terminated according to Section 108.08 of the Specifications.

2-22-16c (SPCN)

**cu103003a Award of Contract****GUIDELINES — ALL PROJECTS.**

**SECTION 103.02—AWARD OF CONTRACT** of the Specifications is replaced with the following:

If the Contract is awarded, the award will be made to the lowest responsive and responsible bidder without discrimination on the grounds of race, color, sex, or national origin. In the event of tie bids, preference will be given to Virginia persons, firms, or corporations; otherwise, the tie will be decided by lot. Whenever any bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a preference, a like preference may be allowed to the lowest responsive and responsible bidder who is a resident of Virginia. The award date will be not later than midnight on the 75th day after the opening of bids. If the Board, or the Commissioner; where permitted by law, has not awarded the Contract within this period, the bidder may withdraw his bid without penalty or prejudice unless the time limit is extended by mutual consent.

3-18-16a (SPCN)

**cu105000b Work Zone Traff Control Pers Req****GUIDELINES — FOR PROJECTS THAT DO NOT INCLUDE SS1D017 General Provisions (Division I-All Proj) AND SS51202 Maintaining Traffic OR S512L10 Maintaining Traffic -Sched.**

**PERSONNEL REQUIREMENTS FOR WORK ZONE TRAFFIC CONTROL** - Section 105 and 512 of the Specifications are amended as follows:

**Section 105.14—Maintenance During Construction** is amended to add the following:

The Contractor shall have at least one person on the project site during all work operations who is currently verified either by the Department's Basic or Intermediate Work Zone Traffic Control training, or by the American Traffic Safety Services Association (ATSSA) Virginia Intermediate Traffic Control Supervisor (TCS) training by a Department approved training provider. This person must have their verification card with them while on the project site. This person shall be

\*These SPECIFICATIONS REVISIONS are subject to change on short notice.

responsible for the oversight of work zone traffic control within the project limits in compliance with the Contract requirements, the VWAPM, and the MUTCD. This person's duties shall include the supervision of the installation, adjustment (if necessary), inspection, maintenance, and removal when no longer required, of all work zone traffic control devices on the project.

The Department's Intermediate Work Zone Traffic Control trained person or an ATSSA Virginia Intermediate TCS can oversee multiple/separate work locations but shall be on site within 60 minutes of notification to oversee changes made to temporary traffic control otherwise the Engineer will suspend that maintenance operation until that operation is appropriately staffed in accordance with the requirements herein.

The Contractor shall have at least one person, at a minimum, on the project site who is verified in Basic Work Zone Traffic Control by the Department for each maintenance operation that involves installing, maintaining, or removing work zone traffic control devices. This person shall be responsible for the placement, maintenance and removal of work zone traffic control devices.

In the event none of the Contractor's personnel on the project site have, at a minimum, the required Basic Work Zone Traffic Control verification, the Engineer will suspend that construction/maintenance operation until that operation is appropriately staffed in accordance with the requirements herein.

**Section 512.03 Procedures** is amended to add (r) **Work Zone Traffic Control** as the following:

- (r) **Work Zone Traffic Control:** The Contractor shall provide individuals trained in Work Zone Traffic Control in accordance with the requirements of Section 105.14 of the Specifications.

**Section 512.04 Measurement and Payment** is amended to add the following:

**Basic Work Zone Traffic Control** – Separate payment will not be made for providing a person to meet the requirements of Section 105.14 of the Specifications. The cost thereof shall be included in the price of other appropriate pay items.

**Intermediate Work Zone Traffic Control** - Separate payment will not be made for providing a person to meet the requirements of Section 105.14 of the Specifications. The cost thereof shall be included in the price of other appropriate pay items.

11-24-15a (SPCN)

cu105001g SMA Sched Work Date (Salem2016)

**GUIDELINES – SALEM DISTRICT PLANT MIX SCHEDULE WORK ONLY.**

**SMA SCHEDULE WORK DATES (Salem District Only)** — Section 105.01—Notice To Proceed of the Specifications is amended to include the following:

The Notice to Proceed date for this contract shall be as specified elsewhere in this contract; however, SMA shall not be placed before **June 1, 2016** or after **October 1, 2016**.

11-23-15g (SPCN)

\*These SPECIFICATIONS REVISIONS are subject to change on short notice.

**cu105002a SMA Sched Work Date (Staunton2016)****GUIDELINES – STAUNTON DISTRICT PLANT MIX SCHEDULE WORK ONLY.**

**SMA SCHEDULE WORK DATES (Staunton District Only)** — Section 105.01—Notice To Proceed of the Specifications is amended to include the following:

The Notice to Proceed date for this contract shall be as specified elsewhere in this contract; however, SMA shall not be placed before **May 1, 2016** or after **October 1, 2016**.

11-23-15a (SPCN)

**cu107001a Bridge-Tunnel Security (HmpRds)****GUIDELINES – FOR HAMPTON ROADS DISTRICT PROJECTS ONLY INVOLVING OR ADJOINING TUNNELS.**

**HAMPTON ROADS BRIDGE TUNNEL SECURITY REQUIREMENTS (Hampton Roads District Only)** — Prior to commencing the work the following is required:

- a. The Engineer will notify the Contractor and will:
  - i. Ensure an *Agreement Establishing a Company Representative*, signed by an officer of the company, is completed by the Contractor prior to commencing work.
  - ii. Coordinate with the VDOT Security and Emergency Management Division (SEMD) staff and the Contractor to determine a mutually agreeable date, time and location for conducting fingerprint-based criminal history background checks (CHBC).
- b. Each employee of the prime Contractor and any subcontractor of the prime Contractor, who will be involved in this project, is required to sign the *CII Non-disclosure Agreement (Individual)* and to pass a fingerprint-based CHBC.
- c. Results of the fingerprint-based CHBC:
  - i. Favorable results of the CHBC are usually available within 24 hours of the time the background check is conducted.
  - ii. In the event an employee of the Contractor has a criminal history, official criminal history reports issued by the Virginia State Police are usually available within five business days, though longer delays may ensue.
  - iii. Based upon the review of the official criminal history reports issued by the Virginia State Police, VDOT reserves the right to deny issuance of a VDOT Security Clearance and/or a VDOT-issued photo-identification badge to that employee.
- d. An individual employee's failure to successfully pass the fingerprint-based CHBC will not negate the Contract award and the Contractor will be allowed to replace those individuals; however, if key Contractor or subcontractor personnel fail the fingerprint-based CHBC, the Contract may be cancelled.

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- e. All costs for the CHBC, estimated to be \$50.00 per individual, will be borne by the prime Contractor and will not be paid separately but the cost thereof shall be included with other appropriate items.
- f. Evidence of current CHBC from Department of Criminal Justice Services (DCJS) is acceptable in lieu of a fingerprint-based CHBC.
- g. A VDOT-issued photo-identification badge is required for each employee of the prime Contractor and any subcontractors of the prime Contractor, who will be involved in this project.
- h. The requirements herein (a through h) will apply to any additional prime Contractor or subcontractor employees or to any proposed replacements, who will be involved in this project during the term of the Contract.

10-2-08a (SPCN)

**cu108000a Continuous Prosecution of Work**

**GUIDELINES – FOR PROJECTS REQUIRING THE CONTRACTOR TO CONTINUOUSLY PERFORM WORK WITHOUT PULLING OFF TO ANOTHER SITE PRIOR TO COMPLETING WORK AT THE ORIGINAL SITE. (USUALLY FOR FEDERALLY FUNDED INTERSTATE).**

**CONTINUOUS PROSECUTION OF WORK** - The Contractor may schedule and perform work on this contract any time within the fixed time limit set forth in the contract; however, work on each route/section shall be continuously prosecuted once started until completion of that particular route/section.

6-20-06a (SPCN)

**cu108001a Limits of Operations (NoVa)**

**GUIDELINES – FOR ASPHALT PROJECTS WHEN CALLED FOR BY THE DISTRICT MAINTENANCE ENGINEER (USUALLY NOVA DISTRICT).**

**LIMITATIONS OF OPERATIONS** — The Contractor shall schedule milling and asphalt overlaying operations in such a manner that asphalt overlay operations are performed as quickly as possible after milling operations are performed. Such time period shall not exceed 48 hours for such work on roadways designated as traffic group XIV and as designated elsewhere in the Contract; and shall not exceed five consecutive calendar days for such work on all other roadways; or as directed by the Engineer. No milled areas shall be left unpaved from Thursday evening through Sunday evening.

2-12-09a (SPCN)

**cu108003d Paving-Fixed Compl Date (2016)-ST**

**GUIDELINES – 2016 SURFACE TREATMENT SCHEDULE WORK ONLY.**

**PAVING COMPLETION DATE and CONTRACT FIXED COMPLETION DATE** — The Contractor shall complete all paving work no later than **October 1, 2016**. For the purposes of this contract “Paving

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**Completion**” is defined as the completion of all paving work as detailed in the contract documents including sealing cracks where required in the Contract; the complete placement of asphalt surface treatments, blotted seal coats, macro-texture surface treatments, temporary construction pavement markings, and flexible temporary pavement markers (FTPMS); and the removal of temporary maintenance of traffic items to allow the traveling public to use the roadway in its final configuration with the exception of permanent pavement marking. The contract fixed completion date shall be **October 28, 2016**.

The period of time between the paving completion date and the contract fixed completion date is to accommodate the completion of permanent pavement marking work in accordance with the *Special Provision for SECTION 704—PAVEMENT MARKINGS AND MARKERS* included in the Contract and cleanup in accordance with the requirements of Section 105.16 of the Specifications as may be necessary for final completion and acceptance of the project.

9-4-15d (SPCN)

cu108004d Paving-Fixed Compl Date (2016)-SL

**GUIDELINES – 2016 SLURRY/LATEX SCHEDULE WORK ONLY.**

**PAVING COMPLETION DATE and CONTRACT FIXED COMPLETION DATE** — The Contractor shall complete all paving work no later than **October 1, 2016**. For the purposes of this contract “**Paving Completion**” is defined as the completion of all paving work as detailed in the contract documents including sealing cracks where required in the Contract; the replacement of damaged raised pavement markers; the removal of the protective covering, cleaning, and inspection of existing raised pavement markers; the complete placement of Emulsified Asphalt Slurry Seal, Latex Modified Emulsion Treatment, temporary construction pavement markings, and flexible temporary pavement markers (FTPMS); and the removal of temporary maintenance of traffic items to allow the traveling public to use the roadway in its final configuration with the exception of permanent pavement marking. The contract fixed completion date shall be **October 28, 2016**.

The period of time between the paving completion date and the contract fixed completion date is to accommodate the completion of permanent pavement marking work in accordance with the *Special Provision for SECTION 704—PAVEMENT MARKINGS AND MARKERS* included in the Contract and cleanup in accordance with the requirements of Section 105.16 of the Specifications as may be necessary for final completion and acceptance of the project.

10-4-15d (SPCN)

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**cu108006a Determine-Extend Contract Time Limit**

**GUIDELINES — ALL PROJECTS.**

**SECTION 108.04—DETERMINATION AND EXTENSION OF CONTRACT TIME LIMIT** of the Specifications is amended to replace the second paragraph with the following:

With a fixed date contract when the date of contract execution is not within 75 calendar days after the opening of bids, or when the Contractor is unable to commence work because of any failure of the Department, the Contractor will be given an extension of time based on the number of days delayed beyond the 75 calendar days. No time extension will be allowed for a delay in the date of contract execution when the delay is the fault of the Contractor.

3-18-16a (SPCN)

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**SU100006A Renewable On Call Contract Gen Prov.**

**GUIDELINES – FOR RENEWABLE ON CALL PROJECTS ONLY.**

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**RENEWABLE ON CALL CONTRACTS GENERAL PROVISIONS**

July 30, 2015a

**SECTION 101 – DEFINITIONS OF ABBREVIATIONS, ACRONYMS, AND TERMS**

**Section 101.02—Terms** of the Specifications is amended to include the following:

**Renewable Contract.** A contract that may be extended for additional terms.

**Task Order.** A work schedule or plan details depicting work to be performed at a designated route location defined by milepost-to-milepost or other physical description. Each Task Order will be issued with a Notice to Proceed specifying the Task Order value, work commencement date, the Task Order value, the Liquidated Damages and the completion date/days of the Task Order. The Task Order will include a description of the work to be performed with plan details or schedules, estimated quantities and site specific limitation of operations.

**Term.** The time limit and conditions of the Contract in force from the date of contract execution until the first of either the original contract completion date or the date on which the cumulative payments for completed and accepted work reaches the original Contract amount, and includes any authorized extensions thereto.

**SECTION 103 – AWARD AND EXECUTION OF CONTRACTS**

**Section 103.02 Award of Contract** is amended to include the following: **AND CONTRACT RENEWAL:**

The Department may extend the Contract in order for the Contractor to complete scheduled work or work underway. In addition, the Department may renew the Contract after the completion of the original contract “term” for two additional terms of one year each, provided the Department and Contractor are in agreement and the following conditions are met:

- 1.) the Contractor’s bonding agency provides written proof that it is in agreement with the Contract Renewal
- 2.) no new bid items are added as a condition of the renewal
- 3.) proof of insurance
- 4.) there are no increases in unit prices as a condition of the renewal

**SECTION 103.06(e) PROGRESS SCHEDULE** for Category M Project of the Specifications is as follows:

Work is detailed in task orders as released by the Department. All other requirements shall apply except as amended by this provision.

**Schedule of Operations** – The first and second sentences are replaced by the following:

The Contractor shall submit to the Engineer three (3) copies of the written Schedule of Operations at least seven (7) calendar days prior to beginning work on each Task Order. The Schedule of Operations shall represent the Contractor’s overall work plan to accomplish the Task Order in accordance with the requirements of the Contract.

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The first sentence of (b) is replaced by the following:

Indicate the general schedule of work to be completed each week in terms of major operations, routes, or segments of work for each Task Order released by the Department or in the absence of such delineation, as agreed to by the Contractor and the Engineer.

**Two Week Look-ahead (TWLA) Schedule of Operations** is amended to permit the submission of the detailed Two Week Look-ahead (TWLA) schedule in either .pdf or spreadsheet format. The TWLA shall indicate all current task orders, their start dates and anticipated construction completion dates. In addition, if applicable, the TWLA shall include any outstanding issues associated with each task order that may, for example, affect\impact operations schedule, completion dates, equipment, other stakeholders, etc. The Contractor shall submit the TWLA to the Engineer via email with copies to other stakeholders as mutually agreed upon.

## **SECTION 104 - SCOPE OF WORK**

**Section 104.01 Intent of Contract** of the Specifications is amended to replace the first sentence with the following:

The intent of this Contract is to provide for furnishing sufficient labor and equipment and maintaining adequate material on hand to respond to the Department's need for timely completion of the contract work by Task Order in one or more of the Department's Construction Districts in accordance with plans, sketches, Specifications and the provisions herein. Work on this Contract is to be performed, completed and accepted within the original time limit set forth in this Contract or until the cumulative amount of work reaches the original Contract amount, whichever occurs first.

**Section 104.02 – Alteration of Quantities or Character of Work** is amended to include the following:

Quantity changes in an On Call Contract shall not be construed as a *significant change*.

Budgetary constraints may be imposed by the Department at any time during the life of the Contract. The Contractor will be notified if the Engineer determines that the cost of completing the contract work will exceed available funding or budget as may be adjusted by the Department. Task Orders with work underway shall be completed or the work shall be suspended and the work site restored as directed by the Engineer. The Engineer will specify which previously issued Task Order(s) will be rescinded according to the Department's predetermined priorities.

If further analysis indicates that the cost of work underway will fall below the limits of the budgeted funds, the Engineer may issue additional Task Order(s) to be completed by the Contractor at contract unit prices.

## **SECTION 105 CONTROL OF WORK**

**Section 105.01 – Notice to Proceed** is amended to include the following:

Task Orders will be issued to the Contractor specifying the location, value, time limit, liquidated damages, and description of work or design plans of work to be performed. During the project, the Engineer will coordinate with the Contractor on anticipated Task Orders to assist inventory control.

**Section 105.03 (a) – Authority of the Engineer** is amended to include the following:

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The Engineer may extend the contract time limit or renew the contract in accordance with Section 103.02 herein.

## **SECTION 108 – PROSECUTION AND PROGRESS OF WORK**

**Section 108.01—Prosecution of Work** is amended to include the following:

The Contractor shall be prepared to begin work on a Task Order on the date specified in the Notice to Proceed, unless otherwise approved by the Engineer.

If the Contractor opts to suspend work temporarily on a Task Order or portion thereof, the Contractor shall notify the Engineer at least 24 hours in advance of the time and date he plans to pull off the work site. The Contractor shall ensure the work site has been properly and safely secured to protect the traveling public in accordance with the provisions of the *Virginia Work Area Protection Manual*, the *MUTCD*, or specific language in the Contract prior to leaving the work site. Temporary suspension of the work does not relieve the Contractor of the obligation to complete the Task Order on or before the date specified in the Notice to Proceed nor will it delay Liquidated Damages assessment.

**Section 108.02—Limitation of Operations (a) General** of the Specifications is replaced with the following:

**(a) General**

No work requiring shop drawings, catalog cuts, pre-approval items, or materials certifications will be released until all applicable items have been reviewed by the Engineer.

The Contractor shall conduct the work in a manner and sequence that will ensure its expeditious completion with the least interference to traffic and shall have due regard for the location of detours and provisions for handling traffic. The Contractor shall not open any work to the prejudice or detriment of work already started. The Engineer may require the Contractor to finish a Task Order or portion thereof before work is started on any other Task Order or portion thereof.

Limitations specific to individual Task Order locations will be provided to the Contractor with the Task Order Notice to Proceed.

**Section 108.03 Progress Schedule General Requirements** is amended to include the following:

The Contractor shall submit and maintain Task Order Schedules of Operations in accordance with Section 103.06 (e) herein.

**Section 108.06(b) Liquidated Damages** of the Specifications is amended as follows:

The first paragraph is replaced with the following:

Liquidated Damages, representing the cost of administration, engineering, supervision, inspection and other expenses will be charged against the Contractor for each calendar day beyond the fixed time/days that a Task Order remains in an incomplete state. A daily Liquidated Damage amount will be calculated for each Task Order in accordance with Table I-1. Liquidated Damages will be assessed concurrently for each individual Task Order. Should multiple Task Orders remain incomplete; Liquidated Damages will be assessed on all incomplete Task Orders concurrently.

**Original Contract Amount in Dollars** in Table I-1 is replaced with **Task Order Value in Dollars**.

\*These SPECIFICATIONS REVISIONS are subject to change on short notice.

**Section 108.07—Default of Contract** of the Specifications is amended to replace condition (a) with the following:

- (a) fails to begin the work under the Contract within 15 calendar days of issuance of a Task Order Notice to Proceed, except as otherwise permitted by specific contract language or the provisions of Section 105.01 or Section 108.02 of the Specifications or if the Contractor does not complete a Task Order within the notice to proceed time limit.

## **SECTION 109 – MEASUREMENT AND PAYMENT**

**Section 109.05(a) Work Orders** of the Specifications is amended to include the following:

If the Engineer determines that this Contract should be renewed for another term and the Contractor agrees to the renewal, a bilateral Work Order will be executed to authorize the work for an additional term.

**Section 109.09—Payment for Material on Hand** of the Specifications is replaced with the following:

No payment for material on hand will be made for this contract.

## **SECTION 510 – RELOCATING OR MODIFYING EXISTING MISCELLANEOUS ITEMS**

**Section 510 – Relocating or Modifying Existing Miscellaneous Items** of the Specifications is amended to include the following:

When the contract specifies an "Install" item, the Contractor shall furnish all other materials necessary to complete the installation. All materials required to complete the installation and not covered by a separate contract item shall be considered incidental to installation and shall be included in the contract unit price for the "Install" item.

Equipment or materials furnished by VDOT to be installed by the Contractor shall be picked up by the Contractor at VDOT's Construction District office between the hours of 8:00 a.m. and 3:30 p.m. Monday through Friday. The Contractor shall notify the Department at least 24 hours prior to picking up equipment or materials.

Equipment or material to be returned to VDOT by the Contractor shall be delivered to the Construction Districts office between the hours of 8:00 a.m. and 3:30 p.m. Monday through Friday. The Contractor shall notify the Department at least 24 hours prior to delivering equipment.

Equipment supplied by a municipality to be installed by the Contractor shall be picked up at the storage facility within the municipality.

## **SECTION 512 - MAINTAINING TRAFFIC**

**Section 512.03 - Procedures** of the Specifications is amended to include the following:

The Contractor shall submit a Maintenance of Traffic Plan with quantities for each work zone (Task Order) and any planned lane or shoulder closures for review by the Engineer, prior to commencement of work. The maintenance of traffic plan shall be in accordance with the *Virginia Work Area Protection Manual* and the MUTCD.

\*These SPECIFICATIONS REVISIONS are subject to change on short notice.

If conditions dictate, the Engineer may incorporate the use of law enforcement personnel within the work zone.

**Section 512.04 Measurement and Payment – Construction Signs** is replaced with the following:

The Contractor shall furnish all Construction Signs. The cost thereof shall be included in the price bid for other appropriate items. All signs shall be in accordance with Section 512 of the Road and Bridge Specifications, *Virginia Work Area Protection Manual* and MUTCD.

\*These SPECIFICATIONS REVISIONS are subject to change on short notice.

**SU105000C SWaM Subcontracting (State funds)****GUIDELINES – ALL STATE FUNDED PROJECTS ONLY.**

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**SECTION 105.06–SUBCONTRACTING**  
**(STATE FUNDED PROJECTS)**

August 20, 2015a

**SECTION 105.06–SUBCONTRACTING** of the Specifications is amended to include the following:

According to Commonwealth of Virginia Executive Order 20, the Contractor is encouraged to seek out and consider Small, Women-owned, and Minority-owned (SWaM) businesses certified by the Department of Small Business and Supplier Diversity (DSBSD) as potential subcontractors and vendors. Further, the Contractor shall furnish and require each subcontractor (first-tier) to furnish information relative to subcontractor and vendor involvement on the project.

For purposes of this provision, the term “vendor” is defined as any consultant, manufacturer, supplier or hauler performing work or furnishing material, supplies or services for the contract. The Contractor and, or subcontractor (first-tier) must insert this provision in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). The applicable requirements of this provision are incorporated by reference for work done by vendors under any purchase order, rental agreement or agreement for other services for the contract. The Contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or vendor.

The submission of a bid will be considered conclusive evidence that the Contractor agrees to assume these contractual obligations and to bind subcontractors contractually to the same at the Contractor's expense.

When an approved Form C-31 “Subletting Request” is required according to IIM-CD-2013-06.01, the Contractor shall indicate on the Subletting Request if a subcontractor is a certified DBE or SWAM business.

The Contractor shall report all subcontractor and vendor payments annually on June 30th (if not a business day, then the next business day), and within 30 days after final acceptance of the work to the District Civil Rights Section.

The Contractor shall provide the information in a format consistent with revised Form C-61 Vendor Payment Report, subject to the approval of the Engineer.

If the Contractor fails to provide the required information, the Department may delay final payment according to Specification Section 109.10 of the Specifications.

It is the policy of the Department that Small, Women-Owned, and Minority-Owned (SWaM) Businesses shall have the maximum opportunity to participate in the performance of VDOT contracts. The Contractor is encouraged to take necessary and reasonable steps to ensure that SWaM firms have the maximum opportunity to compete for and perform work on the Contract, including participation in any subsequent subcontracts. If the Contractor intends to sublet a portion of the work on the project in accordance with the provisions of Section 105.06 of the Specifications, the Contractor is encouraged to seek out and consider SWaM firms as potential subcontractors.

SWaM participation shall be in accordance with the special provision for Section 107.15 Use of Small, Women-Owned, And Minority-Owned Businesses.

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**SU105001B DBE Subcontracting (Fed funds)****GUIDELINES — ALL FEDERALLY FUNDED PROJECTS.**

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**SECTION 105.06—SUBCONTRACTING**  
**(FEDERAL FUNDED PROJECTS)**

August 19, 2015a

**SECTION 105.06—SUBCONTRACTING** of the Specifications is amended to include the following:

According to Commonwealth of Virginia Executive Order 20, the Contractor is encouraged to seek out and consider Small, Women-owned, and Minority-owned (SWaM) businesses certified by the Department of Small Business and Supplier Diversity (DSBSD) as potential subcontractors and vendors. Further, the Contractor shall furnish and require each subcontractor (first-tier) to furnish information relative to subcontractor and vendor involvement on the project.

For purposes of this provision, the term “vendor” is defined as any consultant, manufacturer, supplier or hauler performing work or furnishing material, supplies or services for the contract. The Contractor and, or subcontractor (first-tier) must insert this provision in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). The applicable requirements of this provision are incorporated by reference for work done by vendors under any purchase order, rental agreement or agreement for other services for the contract. The Contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or vendor.

The submission of a bid will be considered conclusive evidence that the Contractor agrees to assume these contractual obligations and to bind subcontractors contractually to the same at the Contractor's expense.

When an approved Form C-31 “Subletting Request” is required according to IIM-CD-2013-06.01, the Contractor shall indicate on the Subletting Request if a subcontractor is a certified DBE or SWAM business.

The Contractor shall report all SWAM, and Non-SWAM/DBE vendor payments annually on June 30th (if not a business day, then the next business day), and within 30 days after final acceptance of the work, to the District Civil Rights Section. The Contractor shall provide the information in a format consistent with revised Form C-61 Vendor Payment Report, subject to the approval of the Engineer.

DBE Participation and reporting shall be in accordance with the Special Provision for Section 107.15 (Use of Disadvantaged Business Enterprises). The Contractor shall provide the information in a format consistent with Form C-63 Vendor Payment Compliance Report.

If the Contractor fails to provide the required information, the Department may delay final payment according to Specification Section 109.10 of the Specifications.

\*These SPECIFICATIONS REVISIONS are subject to change on short notice.

**SU107000A SWaM Program Require (State funds)**

**GUIDELINES – ALL STATE FUNDED PROJECTS ONLY.**

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR  
**SECTION 107.15**  
**USE OF SMALL, WOMEN-OWNED, and MINORITY-OWNED (SWaM) BUSINESSES**

July 6, 2015a

**SECTION 107.15 – USE OF MINORITY BUSINESS ENTERPRISES (MBEs)** of the Specifications is retitled **SECTION 107.15 – USE OF SMALL, WOMEN-OWNED, and MINORITY-OWNED (SWaM) BUSINESSES** and replaced with the following:

It is the policy of the Department that Small, Women-Owned, and Minority-Owned (SWaM) Businesses shall have the maximum opportunity to participate in the performance of VDOT contracts. The Contractor is encouraged to take necessary and reasonable steps to ensure that SWaM firms have the maximum opportunity to compete for and perform work on the Contract, including participation in any subsequent subcontracts.

A SWaM firm shall mean a small business concern (as defined pursuant to the Code of Virginia, Title 2.2 -1401) for the purpose of reporting small, women-owned, and minority-owned business participation in VDOT contracts and purchases pursuant to §§ 2.2-1404 and 2.2-1405. To that end the following terms shall apply:

**Small business** means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less.

**Women-owned business** means a business concern that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% 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 the United States immigration law, and both the management and daily business operations are controlled by one or more women who are U.S. citizens or legal resident aliens.

**Minority-owned business** means a business concern that is at least 51% 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% 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.

**Minority individual** means an individual who is a citizen of the United States or a non-citizen who is in full compliance with United States immigration law and who satisfies one or more of the following definitions:

1. African American means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
2. Asian American means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.

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3. Hispanic American means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
4. Native American means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.
5. a member of another group, or other individual, found to be economically and socially disadvantaged by the Small Business Administration under 8(a) of the Small Business Act as amended (15 U.S.C. 637[a]).

**State agency** means any authority, board, department, instrumentality, institution, agency, or other unit of state government. "State agency" shall not include any county, city, or town.

A list of Virginia Department Small Business and Supplier Diversity (SBSD) certified SWaM firms is maintained on the SBSB web site (<http://www.sbsd.virginia.gov>) under the **SWaM Vendor Directory** link.

SWaM certification entitles firms to participate in VDOT's SWaM program; however, this certification does not guarantee that the firm will obtain work nor does it attest to the firm's abilities to perform any particular work.

The Contractor shall designate and make known to the Department a liaison officer who is assigned the responsibility of actively and effectively administering, encouraging and promoting a responsive program for the use of SWaM firms.

The performance of the Contract for the purpose of this specification shall be interpreted to include, but not necessarily be limited to, subcontracting; furnishing materials, supplies, and services; and, leasing equipment or where applicable, any combination thereof.

If the Contractor intends to sublet a portion of the work on the project in accordance with the provisions of Section 105.06 of the Specifications, the Contractor is encouraged to seek out and consider SWaM firms as potential subcontractors. The Contractor is encouraged to contact SWaM firms to solicit their interest, capability, and prices and shall retain on file the proper documentation to substantiate such contacts.

The Contractor shall report SWaM subcontractor and vendor payments in accordance with the Special Provision for **Section 105.06–Subcontracting**.

If any subcontractor is relieved of the responsibility to perform work under their subcontract, the Contractor is encouraged to take the appropriate steps to obtain a SWaM subcontractor to perform an equal or greater dollar value of the remaining subcontracted work. The substitute subcontractor's name, description of the work, and dollar value of the work shall be submitted to the Department on Form C-31 prior to such subcontractor beginning the work.

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UPDATED **Apr 1, 2016**

Today's Date: April 1, 2016