2016 ROAD AND BRIDGE SPECIFICATIONS

DIVISION I—GENERAL PROVISIONS

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

Specifications may also be found at the following locations:

- VDOT Web (Global Web Access)
- OutsideVDOT_ (Accessible by permission only)
- http://www.virginiadot.org/business/resources/const/2016Rev.zip ("zip" file [compressed WORD®])

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GUIDELINES — All projects. Use after January 1, 2020 (includes 2019 Supplement)
[See http://www.virginiadot.org/business/trafficeng-WZS.asp].

cn100-000026-05

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

This project shall be constructed according to: the plans; the *Virginia Department of Transportation Road and Bridge Specifications*, dated 2016 and the Supplement thereto, dated 2019; the *Virginia Department of Transportation Road and Bridge Standards*, dated 2016, with revisions issued online as of the advertisement date for this project incorporated; the 2011 edition of the *Virginia Work Area Protection Manual with Revision Number 2* incorporated, dated September 1, 2019; 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 according to Section 105.12 of the Specifications.

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

The information at the top and 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.

11-22-19 (SPCN)

GUIDELINES - Applies only to those projects developed through the "Local Assistance Division" for county or city administration and use 2016 VDOT Specifications and 2016 VDOT Standards.

cn100-000051-02

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 to the *Virginia Department of Transportation Road and Bridge Specifications*, dated 2016 and the Supplement thereto, dated 2019. References to the "Road and Bridge Standard(s)" shall refer to the *Virginia Department of Transportation Road and Bridge Standards*, dated 2016 with revisions issued online as of the advertisement date for this project incorporated. References to the "Virginia Work Area Protection Manual" shall refer to the 2011 edition of the *Virginia Work Area Protection Manual with Revision Number 2* incorporated, dated September 1, 2019. 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.

Where the terms "Department", "Engineer", "Contract Engineer", "Construction Engineer", Materials "Engineer", and "Operations 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 according to the definitions in Section 101.02 of the *Virginia Department of Transportation Road and Bridge Specifications*, dated 2016. 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 2016 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 at the top and 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.

12-2-19 (SPCN)

GUIDELINES - All metric unit projects only. Use only on all projects that include the 2019 Supplement (advertised after Feb 1, 2019) and continue use. When this SPCN applies include the following in the proposal: **SSCON-00M001-00** must be included with this SPCN. {2007-c100am04}

cn100-00m026-03 **GENERAL PROJECT REQUIREMENTS, SUPPLEMENTAL SPECIFICATIONS (SSs), SPECIAL PROVISIONS (SPs) AND SPECIAL PROVISION COPIED NOTES (SPCNs)**

This project shall be constructed according to: the plans; the *Virginia Department of Transportation Road and Bridge Specifications*, dated 2016 and the Supplement thereto, dated 2019; the *Virginia Department of Transportation Road and Bridge Standards*, dated 2016; 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 according to Section 105.12 of the Specifications

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

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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.

1-15-19 (SPCN)

GUIDELINES — Use only with the special provision for shoulder renovation. Schedule of bid items must be set up as stated in this SP.{2007-c102pm1}

cn102-000100-01 **ALTERNATE CATEGORY BID ITEM AND AWARD OF CONTRACT**

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 –Shoulder Maintenance 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 Shoulder Maintenance Material for shoulder renovation in lieu of, or in addition to, the graded Aggregate Material specified in Section 0001. Any use of the Shoulder Maintenance 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 Shoulder Maintenance Material in Section 0002 is not approved for use, or no price for Shoulder Maintenance 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 Shoulder Maintenance 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.

** Shoulder Maintenance Material shall be as specified in Special Provision for Shoulder Renovation (7-13-16) **Note:** The use of CHCC or any CHCC blended material as Shoulder Maintenance 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.

7-13-16 (SPCN)

GUIDELINES — Projects where prequalification requirements are waived by the State Contract Engineer. {2007-c102b01}

cn102-000110-00

SEC. 102.01—PREQUALIFICATION OF BIDDERS - The Contractor is advised that the provisions of Section 102 of the Specifications requiring Prequalification are waived on this contract.

7-12-16 (SPCN) [formerly cn102-010100-00]

GUIDELINES — Use when requested by the Engineer (Shown on bottom of last price sheet {VA. Constr. Reg. No.}). {2007-c102lg0}

cn102-000410-00

SEC.102.04(a)**—EVIDENCE OF EXAMINATION OF SITE OF WORK AND PROPOSAL —** Section 102.04(a) of the Specifications is amended to include the following:

> Prospective Bidders are hereby advised that attendance of the Proj. 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 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.

7-12-16 (SPCN) [formerly cn102-040100-00]

GUIDELINES — Projects advertised for 3 weeks or less. {2007-c102d00}

cn102-000420-00

SECTION 102.04(c) **NOTICE OF ALLEGED AMBIGUITIES, CONFLICTS, ERRORS OR OMISSIONS** of the Specifications is amended to replace the first paragraph with the following:

> If a bidder has any questions or doubts about a word, phrase, clause, specification, or any other portion of the Proposal or alleges an ambiguity, conflict, error, or omission, the Bidder shall submit a question about the ambiguity, conflict, error, or omission prior to the due date of receipt of bids and request an interpretation thereof on the CABB (Contractor Advertisement Bulletin Board) website at http://cabb.virginiadot.org. Authorized interpretations will be issued by the State Construction Contract Engineer to each person who received a Proposal, and will be posted on the CABB system. The Department will not be responsible for any other explanations or interpretations of the alleged ambiguities, conflicts, errors or omissions.

7-12-16 (SPCN) [formerly cn102-040110-00]

GUIDELINES — All Federal-aid projects. {2007-c102r00}

cn102-000510-00 **SECTION 102.05—PREPARATION OF BID** of the Specifications is amended to include the following:

(g) **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:

1. 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.

2. 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.

3. 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; Reissued 7-12-16 (SPCN) [formerly cn102-050100-00]

GUIDELINES — Maintenance schedule projects only. {2007-c104cm0}

cn104-000110-00

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.

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; Reissued 7-12-16 (SPCN) [formerly cn104-010100-00]

GUIDELINES — Projects requiring coordination between state forces and contract work, such as seeding, pavement marking, signals. Do not use when the Department furnishes signs. {2007-c100c00}

cn105-000100-00

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 according to Section 603.03(a) 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 Department, which are disturbed by the Contractor, shall be restored and seeded at the Contractor's expense.

7-12-16 (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. {2007-c100h01}

cn105-000110-00

SECTION 105.01—NOTICE TO PROCEED — The Notice to Proceed date for this contract will be *fill-in date*.

7-12-16 (SPCN) [formerly cn105-010100-00]

GUIDELINES — All state funded projects only. {2007-c105is1}

cn105-000610-00 **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; Reissued 7-12-16 (SPCN) [formerly cn105-060100-00]

GUIDELINES — For projects designated as critical infrastructure information/sensitive security information (CII/SSI). Include cn107-000110-00. {2007-c107hi0}

cn107-000100-00

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; Reissued 7-12-16 (SPCN)

GUIDELINES — For projects designated as critical infrastructure information/sensitive security information (CII/SSI). Include cn107-000100-00.{2007-c107ii0}

cn107-000110-00 **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.

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; Reissued 7-12-16 (SPCN)

GUIDELINES — For projects with mobile operations such as asphalt schedule projects. {2007-c107gm0}

cn107-002110-01 **SECTION 107.21**(d) **CONSTRUCTION LOADING OF STRUCTURES** of the Specifications is replaced with 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 according to the provisions of Section 104.02(b) of the Specifications and is eligible for adjustments according to the provisions therein.

10-30-17 (SPCN) [formerly cn107-210100-01]

GUIDELINES — Schedule projects only. {2007-c108mm1}

cn108-000110-00 **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 according to 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 according to the provisions of the *Virginia Work Area Protection Manual*, the *MUTCD*, Section 512 of the Specifications, and other requirements included in the Contract.

8-17-10; Reissued 7-12-16 (SPCN) [formerly cn108-010100-00]

GUIDELINES — Where **"$Provide amount**" is shown, a justified dollar amount documented in the project file must be filled in. Where **"Original Completion Date**" is shown, the Completion Date in place when the project goes to advertisement must be filled in. This substantial completion is defined as "returning beneficial use.

cn108-000410-02 **EARLY COMPLETION INCENTIVE ONLY**

Early Completion is defined as completing all of the Work as detailed in the Plans and Specifications to the Department's satisfaction for Final Acceptance, including, but not limited to, punch list, seeding, landscaping, and signal burn-in before **Original Completion Date**. This date will not change except for an extension of the Contract time limit for a Compensable Delay as defined by Section 109.05(e) of the Specifications.

The Department will pay an incentive of **$Provide amount** for each Calendar Day the Contractor completes the Work prior to the date shown above. The incentive is capped at **$Provide Amount**.

4-18-19 (SPCN)

GUIDELINES — Where "**$Provide amount**" is shown, a justified dollar amount documented in the project file must be filled in. Where **"Original Completion Date**" is shown, the Completion Date in place when the project goes to advertisement must be filled in.

cn108-000411-02

EARLY COMPLETION INCENTIVE/DISINCENTIVE

Early Completion is defined as completing all of the Work as detailed in the Plans and Specifications to the Department's satisfaction for Final Acceptance, including, but not limited to, punch list, seeding, landscaping, and signal burn-in before **Original Completion Date**. This date will not change except for an extension of the Contract time limit for a Compensable Delay as defined by Section 109.05(e) of the Specifications.

The Department will pay an incentive of **$Provide amount** for each Calendar Day the Contractor completes the Work prior to the date shown above as adjusted by the Engineer for Compensable Delay. The incentive is capped at **$Provide Amount**.

If the Contractor does not complete the Work on or before date shown above as adjusted by the Engineer for Compensable Delay, the Department will assess a disincentive of **$Provide amount** per Calendar Day after the date shown above as adjusted by the Engineer for Compensable Delay that the Contractor does not complete the Work. The disincentive is capped at **$Provide Amount.**

The disincentive will be assessed, not as a penalty, but as agreed compensation for damages resulting from the Contractor's delay in completion of construction operations on the Department and road users. The disincentive amount is calculated based on Department related traffic control and maintenance costs, detour costs, or daily road user costs, as applicable.

The Contractor waives any defense as to the validity of any disincentives stated in the Contract, the Specifications, or this Special Provision, and assessed by the Department against the Contractor on the grounds that such disincentives are void as penalties or are not reasonably related to actual damages.

9-10-19 (SPCN)

GUIDELINES —Where **Define project segment or portion of work to be completed**, "$Provide amount" and ****Month dd, yyyy**** is shown, the work location, justified dollar amount and date documented in the project file must be filled in. This substantial completion is defined as "returning beneficial use. This provision should be used when a specific portion of a project must be completed on or before a given date (i.e., phased construction).

cn108-000412-02 **INTERIM COMPLETION INCENTIVE/DISINCENTIVE**

The following terms are defined:

- **Interim Completion** is defined as completing all work as detailed herein. The following work must be completed for Interim Completion: ****Define project segment or portion of work to be completed****

- **Interim Completion Date** is the date on or before which all work required for Interim Completion must be completed such that the Contractor receives an incentive. Otherwise, a disincentive is assessed each day thereafter the Interim Completion requirements are not met. This date will not change except for an extension of the Contract time limit for a Compensable Delay as defined by Section 109.05(e) of the Specifications.

The Interim Completion Date is **** Month dd, yyyy ****. The Department will pay an incentive of **$Provide amount** for each Calendar Day before the Interim Completion Date as adjusted by the Engineer for Compensable Delay that the Interim Completion requirements are met. The incentive is capped at **$Provide Amount**.

If the Interim Completion requirements are not met on or before the Interim Completion Date as adjusted by the Engineer for Compensable Delay, the Department will assess a disincentive in the amount of **$Provide amount** for each Calendar Day after the Interim Completion Date as adjusted by the Engineer for Compensable Delay that the Contractor does not achieve Interim Completion as defined herein. The disincentive is capped at **$Provide Amount.**

The disincentive will be assessed, not as a penalty, but as agreed compensation for damages resulting from the Contractor's delay. The disincentive amount is calculated based on Department related traffic control and maintenance costs, detour costs, or daily road user costs, as applicable.

The Contractor waives any defense as to the validity of any disincentives stated in the Contract, the Specifications, or this Special Provision, and assessed by the Department against the Contractor on the grounds that such disincentives are void as penalties or are not reasonably related to actual damages.

9-10-19 (SPCN)

GUIDELINES —Where "**$Provide amount**" and ****Month dd, yyyy**** is shown, a justified dollar amount and date documented in the project file must be filled in. This substantial completion is defined as "returning beneficial use to the Department." Where **"List Work Here"** is shown, a list of work NOT REQUIRED for Substantial Completion must be filled in.

cn108-000413-02

SUBSTANTIAL COMPLETION INCENTIVE/DISINCENTIVE

The following terms are defined:

- **Substantial Completion** is defined as completing the project to a point such that it can be safely and effectively used by the public or the Department for the purposes intended. Work not required for Substantial Completion includes **List Work Here**.

- **Substantial Completion Date** is the date on or before which all work required for Substantial Completion must be completed such that the Contractor receives an incentive. This date will not change except for an extension of the Contract time limit for a Compensable Delay as defined by Section 109.05(e) of the Specifications.

The Substantial Completion Date for this project is ****Month dd, yyyy****. The Department will pay an incentive of **$Provide amount** for each Calendar Day before the Substantial Completion Date as adjusted by the Engineer for Compensable Delay that the Substantial Completion requirements are met. The incentive is capped at **$Provide Amount**.

If the Substantial Completion requirements are not met on or before the Substantial Completion Date as adjusted by the Engineer for Compensable Delay, the Department will assess a disincentive of **$Provide amount** per Calendar Day after the Substantial Completion Date as adjusted by the Engineer for Compensable Delay that the Contractor does not achieve Substantial Completion. The disincentive is capped at **$Provide Amount.**

The disincentive will be assessed, not as a penalty, but as agreed compensation for damages resulting from the Contractor's delay. The disincentive amount is calculated based on Department related traffic control and maintenance costs, detour costs, or daily road user costs, as applicable.

The Contractor waives any defense as to the validity of any disincentives stated in the Contract, the Specifications, or this Special Provision, and assessed by the Department against the Contractor on the grounds that such disincentives are void as penalties or are not reasonably related to actual damages.

9-10-19 (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). The dollar amount for each calendar day beyond the time limit "($*fill-in amount*)" must be filled in, otherwise no liquidated damages apply. {2007-c108lg0}

cn108-000611-00

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; Reissued 7-12-16 (SPCN) [formerly cn108-060110-00]

GUIDELINES — Asphalt schedule work projects only. {2007-c109lm0}

cn109-000200-00

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; Reissued 7-12-16 (SPCN)

GUIDELINES — Asphalt surface treatment projects only. {2007-c109im1}

cn109-000910-00

SECTION 109.09—PAYMENT FOR MATERIAL ON HAND of the Specifications is amended to include the following:

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

6-29-10; Reissued 7-12-16 (SPCN) [formerly cn109-090100-00]

cq103-000110-01

GUIDELINES — This SPCN should only be used on On-Call Contracts which DO NOT have federal funding. Do not extract language from this SPCN for use elsewhere without explicit permission from the State Specification Engineer. {2007-cu103001a}

CONTRACT ESTABLISHMENT shall consist of furnishing contract bonds, required affidavits, documents, certificates, and evidence of insurance to the Engineer according to 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.

The Departments' commitment to issue 70 percent of the original value of the Contract during the Term of the Contract in Section 104.01 of the Special Provision for Renewable On Call Contracts General Provisions will not apply to this Contract.

Payment will be made under:

Pay Item	Pay Unit
Contract Establishment	Lump Sum

9-8-16_(SPCN)

cq103-000120-00 [formerly cq103-010100-00]

GUIDELINES – State Funded projects only. This SPCN may only be used after an open advertisement where VDOT only received one bid. Get approval from the State Contract Engineer.

NEGOTIATION WITH THE LOWEST SOLE BIDDER — In the event the Department receives a single responsive and responsible bid that exceeds available funds, the agency may negotiate with that sole bidder to obtain a contract price within available funds in accordance with the provisions of §2.2-4318 of the Code of Virginia. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds, which were budgeted by the agency for this Contract prior to the issuance of the written Invitation for Bids for the same. Negotiations with the sole bidder may include a change in requirements; including price(s). The agency shall initiate such negotiations by written notice to the sole bidder that its bid exceeded the available funds and that the agency wishes to negotiate a lower contract price within the designated available funds. The time, place, and manner of negotiating shall be agreed to by the agency and the sole bidder.

7-12-16 (SPCN)

cq103-000210-00 [formerly cq103-020110-00]

GUIDELINES — All projects advertised in March. Use with cq108-040100-00.{2007-cu103003a}

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, gender, or national origin. In the event of tie bids, preference will be given to the lowest responsive and responsible bidder who is a resident of Virginia 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 not be 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. The Virginia Department of General Services shall post and maintain an updated list on its website of all states that allow their resident contractors an absolute preference or a percentage preference and the percentage amounts.

3-18-16; Reissued 7-12-16 (SPCN)

cq105-000110-03

GUIDELINES – 2020 Salem district plant mix schedule work only. {2007-cu105001g}

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, 2020** or after **October 1, 2020**.

9-6-19 (SPCN)

cq105-000120-03

GUIDELINES – 2020 Staunton district plant mix schedule work only. {2007-cu105002a}

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, 2020** or after **October 1, 2020**.

9-6-19 (SPCN)

cq107-000100-00

GUIDELINES – For Hampton Roads district projects only involving or adjoining tunnels. {2007-cu107001a}

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.

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.

10-2-08; Reissued 7-12-16_(SPCN)

cq107-000130-00

GUIDELINES: For use on all Contracts.

DRUG-FREE WORKPLACE – The Contractor shall:

- Provide a Drug-Free Workplace for the Contractor's employees.
- Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- State in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a Drug-Free Workplace.
- Include the provisions of the foregoing clauses in every Subcontract or purchase order of over $10,000, so that the provisions will be binding upon each Subcontractor or vendor.

For the purposes of this provision, "Drug-Free Workplace" means a site for the performance of work done in connection with the Contract. The Contractors employees, and those of his Subcontractors, shall be prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of any controlled substance or marijuana during the performance of the Work.

7-3-19 (SPCN)

cq108-000110-00

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). {2007-cu108000a}

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.

6-20-06; Reissued 7-12-16_(SPCN)

cq108-000120-00

GUIDELINES – For asphalt projects when called for by the District Maintenance Engineer (Usually NOVA district). {2007-cu108001a}

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.

2-12-09; Reissued 7-12-16_(SPCN)

cq108-000130-04

GUIDELINES – 2020 surface treatment schedule work only.

PAVING COMPLETION DATE and CONTRACT FIXED COMPLETION DATE — The Contractor shall complete all paving work no later than **35 Days prior to the contract fixed Completion Date shown on form C-7**. For the purposes of this contract "**Paving Completion**" is defined as the completion of all paving work as detailed in the Contract 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 markings.

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 according to the *Special Provision for SECTION 704—PAVEMENT MARKINGS AND MARKERS* included in the Contract and cleanup according to Section 105.16 of the Specifications as may be necessary for final completion and acceptance of the project.

10-29-19 (SPCN)

cq108-000141-01

GUIDELINES – 2020 slurry/latex schedule work only. Use only with District0s (3)Lynchburg, (4)Richmond, (5)Hampton Roads, (6)Fredericksburg, (9)NoVa.

PAVING COMPLETION DATE and CONTRACT FIXED COMPLETION DATE — The Contractor shall complete all paving work no later than **October 23, 2020**. For the purposes of this contract "**Paving Completion**" is defined as the completion of all paving work as detailed in the Contract 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 **November 20, 2020**.

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 according to the *Special Provision for SECTION 704—PAVEMENT MARKINGS AND MARKERS* included in the Contract and cleanup according to Section 105.16 of the Specifications as may be necessary for final completion and acceptance of the project.

9-25-19 (SPCN)

cq108-000142-01

GUIDELINES – 2020 slurry/latex schedule work only.. Use only with Districts (1)Bristol, (2)Salem, (7)Culpeper, (8)Staunton.

PAVING COMPLETION DATE and CONTRACT FIXED COMPLETION DATE — The Contractor shall complete all paving work no later than **September 25, 2020**. For the purposes of this contract "**Paving Completion**" is defined as the completion of all paving work as detailed in the Contract 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 30, 2020**.

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 according to the *Special Provision for SECTION 704—PAVEMENT MARKINGS AND MARKERS* included in the Contract and cleanup according to Section 105.16 of the Specifications as may be necessary for final completion and acceptance of the project.

9-25-19 (SPCN)

cq108-000210-02 [formerly cq108-020100-02]

GUIDELINES — For use on Asphalt Schedule Work projects that cross over right-of-way owned by a railroad.

SECTION 108.02—LIMITATION OF OPERATIONS of the Specifications is amended to include the following:

(c) **Railway right-of-way**

The Contractor shall not perform work within 10 feet of Railway right-of-way until the Engineer notifies the Contractor in writing that a Right of Entry or Railroad Agreement between the Department and the CSXT, Buckingham Branch or Norfolk Southern for work within the temporary and permanent easements is executed. Performing work within 10 feet of Railway right-of-way will result in the Engineer suspending work in accordance with Section 105.03 of the Specifications. Such suspension of work will not be considered a valid reason for extending the contract time limit or for additional compensation.

9-10-18 (SPCN)

cq108-000300-00

GUIDELINES: For projects requiring the placement of Latex Modified Emulsion Treatment with installation of Inlaid Pavement Markers.

SEQUENCE OF OPERATIONS TO INSTALL INLAID PAVEMENT MARKERS IN LATEX-MODIFIED SURFACES –Installation of Latex Modified Emulsion Treatment shall follow this sequence:

1. Remove all Snow-plowable Removable Pavement Markers.

2. Install Latex Modified Emulsion Treatment.

3. Install Inlaid Pavement Markers.

4. Seal the grooves for the Inlaid Pavement Markers.

All work described above shall be accomplished in accordance with the appropriate Special Provisions and Special Provision Copied Notes included in the Contract.

10-24-19 (SPCN)

cq108-000410-00 [formerly cq108-040100-00]

GUIDELINES — All projects advertised in March. Use with cq103-020110-00.{2007-cu108006a}

SECTION 108.04—DETERMINATION AND EXTENSION OF CONTRACT TIME LIMIT of the Specifications is amended to replace the second paragraph with the following:

> When 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.

7-12-16 (SPCN)

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 Construction Division for the latest wage rates.{2007-SF001AF}

SP0F0-000100-00

Reissued July 12, 2016

PREDETERMINED MINIMUM WAGE RATES

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.

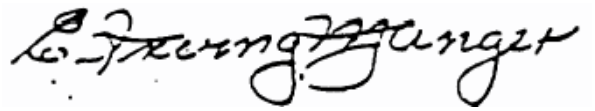
The Contracting Officer shall require that any class of laborers and mechanics which is not listed in the wage determination and which is to be employed under the Contract, shall be classified or reclassified conformably to the wage determination, and a report of the action taken shall be sent by the 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

GUIDELINES — FHWA-1273. All federal-aid projects. {2007-SF010DF}

SP0F0-000130-00

May 1, 2012; Reissued July 12, 2016
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, 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.

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.

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.

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 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;

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.

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 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 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 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.

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.

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 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 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.

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

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.

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 available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

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 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.

* * * * *

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.

GUIDELINES — For use with Appalachian Regional Commission funds. Do not use with Appalachian Development (APD) funds. Use with SP0F0-000130-00.{2007-SF020BF}

SP0F0-000140-00

May 1, 2012; Reissued July 12, 2016
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:

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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 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.

GUIDELINES - Federal-aid projects greater than $10,000. {2007-SF030AF}

SP0F0-000150-01 July 17, 2017

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 workings 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;

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 covered 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.

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.

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 m 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

thought 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.

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, sexual orientation, gender identity, or national 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

Economic Area	Goal (Percent)
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; 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 lsle 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

MD Caroline; MD Dorchester; MD Kent; MD Queen Annes; MD Somerset; MD Talbot; MD Wicomico; MD Worchester; VA Accomack; VA Northampton.

GUIDELINES — Applies only to those projects developed through the "Local Assistance Division" for county or city administration and use 2016 VDOT Specifications and 2016 VDOT Standards.[Source]

SP100-000051-00

VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR
CHANGED CONDITIONS FOR LOCAL ASSISTANCE PROJECTS

April 29, 2019

I. GENERAL

This special provision specifies the process to be followed when conditions specified in the Contract differ from what is encountered during the prosecution of work except as provided elsewhere in the Contract.

II. DIFFERING SITE CONDITIONS

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the Contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.

2. Upon written notification, the Engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the Contract, an adjustment, excluding anticipated profits, will be made and the Contract modified in writing accordingly. The Engineer will notify the Contractor of the determination whether or not an adjustment of the Contract is warranted.

3. No contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.

4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work. (This provision may be omitted by the Department at its option.)

III. SUSPENSION OF WORK ORDERED BY THE ENGINEER

1. If the performance of all or any portion of the work is suspended or delayed by the Engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

2. Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost and/or time required for the performance of the Contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by

weather, the Engineer will make an adjustment (excluding profit) and modify the Contract in writing accordingly. The Contractor will be notified of the Engineer's determination whether or not an adjustment of the Contract is warranted.

3. No contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.

4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

IV. SIGNIFICANT CHANGES IN THE CHARACTER OF WORK

1. The Engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the Contract nor release the surety, and the Contractor agrees to perform the work as altered.

2. If the alterations or changes in quantities significantly change the character of the work under the Contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the Contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the Engineer may determine to be fair and equitable.

3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the Contract, the altered work will be paid for as provided elsewhere in the Contract.

4. The term “significant change” shall be construed to apply only to the following circumstances:

   A. When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or

   B. When a major item of work, as defined elsewhere in the Contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

GUIDELINES — Projects approved by the Director of Contracts as dual date contract projects only. Federally funded projects may require FHWA review of dual date contract SPs and SPCNs before advertisement. {2007-S100DD0}

SP100-000100-00

VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR
DUAL DATE CONTRACT PROJECTS

July 12, 2016

SECTION 102.05(a) **GENERAL** 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(b) **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 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 according to 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 according to 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.{2007-S100EE0}

SP100-000110-00

VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR
EMERGENCY CONTRACT PROJECTS

July 12, 2016

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 second paragraph with the following:

Within 72 hours after the date of the notice of award of the Contract, the bidder shall submit a Certificate of Insurance verifying Workers' Compensation coverage using the Department's forms (Form C-73). The certificate shall be executed by an approved and authorized insurance company as required by state law and shall cover the Contract. The Contractor shall likewise obtain a Certificate of Insurance for Workers' Compensation coverage from each subcontractor prior to performance of work and shall provide a copy to the Department.

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 replaced with the following:

The successful bidder's failure to furnish to the Department acceptable bonds, workers' compensation insurance certificates or the Contractor's Bodily Injury and Property Damage Liability Insurance certificates within 72 hours after the date of Award Recommendation Letter

shall be considered just cause for cancellation of the award and forfeiture of the proposal guaranty. In such event, the proposal guaranty shall become the property of the Commonwealth, not as a penalty but in liquidation of damages sustained. The Contract may then be awarded to the next lowest responsive and responsible bidder, or the Work may be re-advertised or constructed otherwise, as determined by the Board or the Department.

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

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

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 according to 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(b) **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 and second paragraphs with the following:

The materials used throughout the work shall conform to 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.

At the option of the Engineer, materials may be approved at the source of supply. If it is found during the life of the Contract that previously approved sources of supply do not supply materials or equipment conforming to the Contract requirements, do not furnish the valid test data required to document the quality of the material or equipment, or do not furnish documentation to validate quantities to document payment, the Contractor shall change the source of supply and furnish material or equipment from other approved sources. 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 include 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 is replaced with the following:

A progress schedule will not be required for this contract.

Section 108.04—Determination and Extension of Completion Date 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 according to 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 according to 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:

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

GUIDELINES — For Renewable On Call projects only. {2007-SU100006A}

SP100-000120-00

VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR
RENEWABLE ON CALL CONTRACTS GENERAL PROVISIONS

May 24, 2016; Issued July 12, 2016

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 location or locations 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 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 limitations 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, including any authorized extensions thereto, or the date on which the cumulative payments for completed and accepted work reaches the original Contract amount.

SECTION 103—AWARD AND EXECUTION OF CONTRACTS

Section 103.02—Award of Contract of the Specifications is renamed **Award of Contract and Contract Renewal** and 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 may renew the Contract after the completion of the original 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. there are no increases in unit prices or to unit prices added to the original contract by any authorized work order thereto as a condition of the renewal
3. no new work items are added as a condition of the renewal beyond those authorized in accordance with item 2. herein
4. the Contractor provides proof of insurance for the Contract Renewal Term in accordance with Section 103.06 of the Specifications

Section 103.05(a) **REQUIREMENTS OF CONTRACT BOND** is of the Specifications replaced with 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, the Specifications and conditions of the Contract, and

Section 103.05(b) **REQUIREMENTS OF CONTRACT BOND** of the Specifications 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.

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 before 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.

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, delivering goods and services, 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. This Contract shall be in accordance with Task Order plans and sketches and the Specifications and provisions herein. The estimated bid quantities are based on existing conditions or quantities historically used in the geographic area of the Contract. Renewable On Call contracts will 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. Work

on this Contract is to be performed, completed, and accepted within Task Order time limits and within the Term of the Contract. During the Term of the Contract, the Department will issue Task Orders to the Contractor with a cumulative value will equal or exceed 70 percent of the original value of the Contract, unless the Contract is terminated according to Section 108.08 of the Specifications.

Section 104.02—Alteration of Quantities or Character of Work of the Specifications 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 of the Specifications 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** of the Specifications is amended to include the following:

The Engineer may extend the contract time limit or renew the contract in accordance with Section 103.02 herein.

SECTION 107—LEGAL RESPONSIBILITIES

Section 107.02—Permits, Certifications, and Operations of the Specifications is amended to include the following:

All contract work shall conform to permit conditions and regulatory approvals as detailed in the proposal or provided to the Contractor with a Task Order.

SECTION 108—PROSECUTION AND PROGRESS OF WORK

Section 108.01—Prosecution of Work of the Specifications 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 of the Specifications is amended to replace (a) **General** with the following:

(a) **General**

Contract work not detailed in the proposal shall not proceed until the Engineer issues the Contractor a written Task Order releasing the work. 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 of the Specifications 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. If 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**.

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 a VDOT facility designated by the Engineer 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 a VDOT facility designated by the Engineer 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 a 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 Task Order work zone 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.

If conditions dictate, the Engineer may incorporate the use of law enforcement personnel within the work zone.

Section 512.04—Measurement and Payment of the Specifications is amended to replace **Temporary (Construction) Signs** with the following:

The Contractor shall furnish, install, maintain, relocate, cover, uncover, and remove all temporary construction sign panels, sign supports, hardware, delineators, and flags. 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 Specifications, *VWAPM,* and MUTCD.

GUIDELINES — For Emergency contract projects only. {2007-S102KE0}

SP102-000100-00

VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR
PAPER BIDDING (EMERGENCY CONTRACTS)

July 12, 2016

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

Proposal (Bid Proposal) is replaced by the following:

The Department documents in the Notice of Advertisement for Bids that contain the project requirements and other information upon which a bid is to be based. The Proposal includes the plans, Specifications, Special Provisions, Supplemental Specifications, referenced Standards, addenda, revisions, all other documents referred to therein, whether or not attached, and the printed forms on which the Department requires bids to be submitted.

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

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

- any Specifications, plans, attachments, revisions, addenda, and any other documents specified or referenced in the Proposal. Papers bound with or attached to the paper proposal will be considered a part of the bid.

Section 102.05(a) **General** is amended to replace the first paragraph with the following:

The bidder shall submit the bid by paper. 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 replace the second paragraph with the following:

A sworn statement shall be executed by the bidder or his agent certifying that the bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action to restrain free competitive bidding in connection with the Proposal. The sworn statement shall be in the form of an affidavit furnished by the Department and shall be sworn to before a person who is authorized by the laws of the Commonwealth to administer oaths. 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:

(f) Bids shall be signed in ink. The names of persons authorized to sign bids shall be on file with the Department. A name will be considered to be on file if it appears as that of an

officer, a partner, a member, a manager or an owner on the current Contractor's Prequalification Application. Requests by the bidder to revise the list of persons authorized to sign bids on their behalf shall be submitted in writing and approved prior to the date bids are opened. A bid signed by someone whose name is not on file as someone authorized by the bidder may be rejected. If the individual signing the bid for a joint venture is not previously identified as authorized to sign a bid, 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:

(i) if envelopes containing submitted paper bids identifies a project different than the project for which the bid is submitted.

Section 102.06(l) is replaced with the following:

(l) 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(p) is added as follows:

(p) if the 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: 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—Withdrawal of Bid is amended to replace (a) and (b) with the following:

(a) **Standard Withdrawal:** A bidder may withdraw a paper bid provided the request for the withdrawal is written and signed by a person(s) who qualifies to execute the bid according to Section 102.05 of the Specifications. The request must be received by the Contract Engineer at least 1 hour prior to the time specified for receiving bids.

(b) **Conditional Withdrawal:** A bidder who desires to bid on more than one project for which bids are to be opened on the same date and desires to protect himself against receiving awards for more projects than he is equipped to handle may secure the protection desired by completing the forms for the conditional withdrawal of bids.

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

Bidders submitting bids by paper are not required to be a registered vendor in "eVA Internet e-procurement solution" (www.eVA.virginia.gov).

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

Paper bids, along with all other bids, will be opened and read publicly at the time and place specified in the Notice of Advertisement. Interested parties are invited to be present at the opening or view the lettings in real time on the Department's Construction website at www.VDOT.Virginia.gov. As-Read results will be posted on this website as soon as possible on the day of the reading.

GUIDELINES — Use only on projects that the **Director of Contracts** specifies will not require E-Bidding and he/she also waives prequalification requirements. cn102-010100-00 must be included in the proposal. {2007-S102EG0}

SP102-000110-00

VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR
ELECTRONIC BIDDING OPTION

July 12, 2016

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

Proposal (Bid Proposal) is replaced by the following:

The Department documents in the Notice of Advertisement for Bids that contain the project requirements and other information upon which a bid is to be based. The Proposal includes the plans, Specifications, Special Provisions, Supplemental Specifications, referenced Standards, addenda, revisions, all other documents referred to therein, whether or not attached, and the printed or electronic forms on which the Department requires bids to be submitted.

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

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

- any Specifications, plans, attachments, revisions, addenda, and any other documents specified or referenced in the Proposal. Papers bound with or attached to the paper proposal or attachments to the electronic proposal will be considered a part of the bid.

Section 102.05(a) **General** is amended to replace the first paragraph with the following:

The bidder shall submit his bid by approved electronic media or paper. 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 for paper submissions.

Section 102.05(a) **General** is amended to replace the third paragraph 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 official 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 replace the second paragraph with the following:

A sworn statement shall be executed by the bidder or his agent certifying that the bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action to restrain free competitive bidding in connection

with the Proposal. The sworn statement shall be part of the electronic bid or in the form of an affidavit furnished by the Department and shall be sworn to before a person who is authorized by the laws of the Commonwealth to administer oaths. The original of the sworn statement shall be filed with the Department when the bid is submitted by paper. The electronic bids shall contain the identical sworn statement. For the purpose of this Section, affixing a Digital ID to the bid will be considered by the Department conditional evidence of signing before a person who is authorized by the laws of the Commonwealth to administer oaths.

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

(f) Electronic bids shall be signed with a digital identification and paper bids shall be signed in ink. The names of persons authorized to sign bids shall be on file with the Department. A name will be considered to be on file if it appears as that of an officer, a partner, a member, a manager or an owner on the current Contractor's Prequalification Application. Requests by the bidder to revise the list of persons authorized to sign bids on their behalf shall be submitted in writing and approved prior to the date bids are opened. A bid signed by someone whose name is not on file as someone authorized by the bidder may be rejected. If the individual signing the bid for a joint venture is not previously identified as authorized to sign a bid, 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:

(i) if envelopes containing submitted paper bids or bids submitted by electronic media identifies a project different than the project for which the bid is submitted.

Section 102.06(l) is replaced with the following:

(l) if any papers included in the paper bid or attachments included in the paper or 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:

(m) if electronic bid is submitted, the bidder fails to be registered with "eVA Internet e-procurement solution" prior to the award of the Contract

Section 102.06(p) is added as follows:

(p) 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 according to 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. 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—Withdrawal of Bid is amended to replace (a) and (b) with the following:

(a) **Standard Withdrawal:** 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 according to Section 102.05 of the Specifications. Electronic bids may be withdrawn as allowed by the electronic bidding system until bid closing. A paper bid withdrawl request must be received by the Contract Engineer at least 1 hour prior to the time specified for receiving bids.

(b) **Conditional Withdrawal:** A bidder who desires to bid on more than one project for which bids are to be opened on the same date and desires to protect himself against receiving awards for more projects than he is equipped to handle may secure the protection desired by completing the portion of the electronic bid for the conditional withdrawal of bids. Forms for the conditional withdrawal of bids may be used for paper bids.

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

Bidders submitting bids by paper are not required to be a registered vendor in "eVA Internet e-procurement solution" (www.eVA.virginia.gov).

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

Electronic bids will be decrypted, and along with all other bids (including paper) opened and read publicly at the time and place specified in the Notice of Advertisement. Interested parties are invited to be present at the opening or view the lettings in real time on the Department's Construction website at www.VDOT.Virginia.gov. As-Read results will be posted on this website as soon as possible on the day of the reading.

GUIDELINES — For use on all contracts valued greater than $10,000.

SP102-000120-00 [formerly SP102-010100-00]

VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR
NON-DISCRIMINATION IN EMPLOYMENT AND CONTRACTING PRACTICES

January 10, 2017

I. Description

This Special Provision implements Executive Order 61, ensuring equal opportunity and access for all Virginians in state contracting and public services.

II. Non-Discrimination

The Contractor shall maintain a non-discrimination policy, which prohibits discrimination by the Contractor on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status. This policy shall be followed in all employment practices, subcontracting practices, and delivery of goods or services. The Contractor shall also include this requirement in all subcontracts valued over $10,000.

III. Measurement and Payment

Conformance with this Special Provision will not be measured for individual payment, and will be considered incidental to the Work.

GUIDELINES — Any and all Federally funded / eligible projects. (Includes Form C-76) {2007-S102CF2}

SP102-000510-02

VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR
USE OF DOMESTIC MATERIAL

December 19, 2018

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 (including miscellaneous 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. This applies to any iron or steel item brought onto the project, regardless of the percentage of iron or steel that exists in the pay item or in the final form they take; however, electrical components (i.e., combination products such as signal controllers and similar products which are only sold as a unit) are not subject to Buy America provisions if the product as purchased by the Contractor is less than 50% steel and iron. "Produced in the United States of America" means all manufacturing processes occur in one of the 50 United 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). 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 to which the coating is applied. Non-iron and non-steel materials used in the coating process do not need to be produced in the United States as long as the application of the coating occurred in the United States. 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 processes take place.

For the purposes of this provision, all steel or iron material meeting the criteria as produced in the United States of America will be considered as "Domestic Material." All iron and steel items not meeting the criteria as produced in the United States of America will be considered "Non-Domestic Material."

A minimal amount of "Non-Domestic" steel or iron material may be incorporated in the permanent work on a federal-aid contract provided that the cost of such materials or products does not exceed one-tenth of one percent of the Contract amount or $2500, whichever is greater. The cost of the "Non-Domestic Material" is defined as its monetary value delivered to the job site and supported by invoices or bill of sale to the Contractor. This delivered-to-site cost must include transportation, assembly, installation and testing.

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.

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.

Any items containing foreign source steel or iron billet shall be considered “Non-Domestic Materials.” Additionally, iron or steel ingots or billets produced in the United States, but shipped outside the United States of America for any manufacturing process and returned for permanent use in a project shall be considered “Non-Domestic Materials.”

Waivers:

The process for receiving a waiver for Buy America provisions is identified in 23 CFR 635.410(c). The Contractor shall not anticipate that any Buy America provisions will be waived.

Certification of Compliance:

The Contractor is required to submit a Certificate of Compliance prior to incorporating any items containing iron or steel items into the project. This shall be accomplished by the Contractor submitting the Form C-76 Certificate of Compliance to the Department when the items are delivered to the project site. The Certification of Compliance will certify whether the items are considered “Domestic Material” or “Non-Domestic Material” as referenced in this Special Provision. The certificate must be signed and dated by the Prime Contractor’s Superintendent and include a Buy America Submittal Number. The Buy America Submittal Number is simply the Contractor’s project specific sequential numbering system that will allow the Contractor and Department to track the total number of certificates provided and the individual items containing iron or steel associated with each certificate.

Supporting Documentation:

Supporting documentation to demonstrate compliance with Buy America provisions (such as mill test reports manufacturer/supplier certifications, etc.) shall be organized by Buy America Submittal Number and maintained by the Contractor from the date of delivery until three years after project acceptance. The Contractor may maintain this documentation electronically or in paper format.

The Department or FHWA may review the Contractor’s supporting documentation to verify compliance with the Buy America provisions at any time. Supporting documentation shall be provided within five business days of the request. The burden of proof to meet the Buy America provisions rests with the Contractor. If the supporting documentation does not undeniably demonstrate to FHWA or the Department that the “Domestic Materials” identified in the Certificates of Compliance were produced in the United States of America, then the Department may deduct payment from moneys due the Contractor for the value of the iron and steel that did not meet the Buy America provisions.

GUIDELINES — Projects requiring informal partnering, usually asphalt schedule projects and smaller projects. Not to be used with pay item "25561 formal partnering". {2007-S522B00}

SP105-000100-00

VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR
INFORMAL PARTNERING

January 14, 2008c; Reissued July 12, 2016

I. DECLARATION AND DESCRIPTION

The Virginia Department of Transportation (VDOT) is firmly committed to the formation of a partnering relationship with the Contractor, all subcontractors, suppliers, FHWA representatives; where appropriate, other federal agencies, local government officials, utilities representatives, law enforcement and public safety officials, consultants, and other stakeholders to effectively and efficiently manage and complete each construction or maintenance contract to the mutual and individual benefits and goals of all parties. Partnering is an approach to fulfilling this commitment where all parties to the contract, as well as individuals and entities associated with or otherwise affected by the contract, willingly agree to dedicate themselves by working together as a team to fulfill and complete the construction or maintenance contract in cost effective ways while preserving the highest standards of safety and quality called for by the Contract combined with the goals of on time/on budget completion. The approach must still allow for the fact that the members of the team share many common interests yet have differing authorities, interests, and objectives that must be accommodated for the project to be viewed as successful by all parties. It is recognized by VDOT that partnering is a relationship in which:

- Trust and open communications are encouraged and expected by all participants
- All parties move quickly to address and resolve issues at the lowest possible level by approaching problems from the perspectives and needs of all involved
- All parties have identified common goals and at the same time respect each other's individual goals and values
- Partners create an atmosphere conducive to cooperation and teamwork in finding better solutions to potential problems and issues at hand

II. INFORMAL PARTNERING STRUCTURE

It is the business intent of the Department that informal partnering will be required on this project, whereby the spirit and principles of partnering are practiced from onsite field personnel to executive level owners and employees. The VDOT Field Guide to Partnering available on the VDOT website http://www.virginiadot.org/business/resources/partnerfinalallowres.pdf will be the standard reference guide utilized to structure and guide partnering efforts. This guide will be systematically evaluated to incorporate better practices as our partnering efforts evolve. Of particular note is the need for effective and responsive communication between parties to the partnering relationship as emphasized in Section 105.03(d) of the Specifications.

Informal partnering need not require the services of a professional facilitator and may be conducted by the actual partnering participants themselves. Informal partnering, and more specifically the Partnering Charter, will not change the legal relationship of the parties to the Contract nor relieve either party from any of the terms of the Contract.

III. PROCEDURES

The following are general procedures for informal partnering and are not to be considered as inclusive or representative of procedural requirements for all projects. Participants shall consult the VDOT Field Guide for Partnering for assistance in developing specific guidelines to those efforts required for their individual projects.

Prior To Project Construction: At least 5 days prior to or in connection with the preconstruction conference the Contractor shall attend a conference with the Engineer at which time he and the Engineer shall discuss the extent of the informal partnering efforts required for the project, how these have been accommodated in the Contractor's bid and the identity of expectations and stakeholders associated with the project. Informal partnering efforts require the Department and the Contractor to mutually choose a single person from among their collective staffs, or a trained facilitator to be responsible for leading all parties through the VDOT Field Guide to Partnering and any subsequent partnering efforts.

Partnering Meetings During Project Construction: In informal partnering efforts the Contractor shall provide a location for regularly scheduled partnering meetings during the construction period. Such meetings will be scheduled as deemed necessary by either party. The Contractor and VDOT will require the attendance of their key decision makers, including subcontractors and suppliers. Both the Contractor and VDOT shall also encourage the attendance of affected utilities, concerned businesses, local government and civic leaders or officials, residents, and consultants, which may vary at different times during the life of the Contract The Department and the Contractor are to agree upon partnering invitees in advance of each meeting. Follow-up partnering workshops may be held throughout the duration of the project as deemed necessary by the Contractor and the Engineer.

IV. MEASUREMENT AND PAYMENT

Informal Partnering, because the extent to which certain partnering activities are pursed is at the Contractor's option, and may vary according to project complexity, work history between the parties, project duration, the Contractor's own unique methods, means, and schedule to execute and complete the work, etc.; will not be paid for as a separate bid item but all the costs associated with informal partnering efforts for the duration of the work shall be considered inclusive and incidental to the cost of other appropriate items.

GUIDELINES — Projects requiring formal partnering, usually larger projects. Used with pay item "25561 Formal Partnering". {2007-SS52200}

SP105-000110-00

VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR
FORMAL PARTNERING

January 14, 2008cc; Reissued July 12, 2016

I. DECLARATION AND DESCRIPTION

The Virginia Department of Transportation (VDOT) is firmly committed to the formation of a partnering relationship with the Contractor, all subcontractors, suppliers, FHWA representatives; where appropriate, other federal agencies, local government officials, utilities representatives, law enforcement and public safety officials, consultants, and other stakeholders to effectively and efficiently manage and complete each construction or maintenance contract to the mutual and individual benefits and goals of all parties. Partnering is an approach to fulfilling this commitment where all parties to the contract, as well as individuals and entities associated with or otherwise affected by the contract, willingly agree to dedicate themselves by working together as a team to fulfill and complete the construction or maintenance contract in cost effective ways while preserving the highest standards of safety and quality called for by the Contract combined with the goals of on time/on budget completion. The approach must still allow for the fact that the members of the team share many common interests yet have differing authorities, interests, and objectives that must be accommodated for the project to be viewed as successful by all parties. It is recognized by VDOT that partnering is a relationship in which:

- Trust and open communications are encouraged and expected by all participants
- All parties move quickly to address and resolve issues at the lowest possible level by approaching problems from the perspectives and needs of all involved
- All parties have identified common goals and at the same time respect each other's individual goals and values
- Partners create an atmosphere conducive to cooperation and teamwork in finding better solutions to potential problems and issues at hand

II. FORMAL PARTNERING STRUCTURE

It is the business intent of the Department that formal partnering will be required on this project, whereby the spirit and principles of partnering are practiced from onsite field personnel to executive level owners and employees. The VDOT Field Guide to Partnering available on the VDOT website http://www.virginiadot.org/business/resources/partnerfinalallowres.pdf will be the standard reference guide utilized to structure and guide partnering efforts. This guide will be systematically evaluated to incorporate better practices as our partnering efforts evolve. Of particular note is the need for effective and responsive communication between parties to the partnering relationship as emphasized in Section 105.03(d) of the Specifications.

Where formal partnering is specifically required as a pay item in the contract, partnering efforts shall be promoted by a professional facilitator trained in partnering principles. Partnering, and more specifically the Partnering Charter, will not change the legal relationship of the parties to the Contract nor relieve either party from any of the terms of the Contract.

III. PROCEDURES

The following are general procedures for formal partnering and are not to be considered as inclusive or representative of procedural requirements for all projects. Participants shall consult the VDOT Field Guide for Partnering for assistance in developing specific guidelines to those efforts required for their individual projects.

Pre-Partnering Meeting: The Contractor's Project Manager or designee and the VDOT District Administrator or designee shall mutually schedule a Pre-Partnering meeting prior to the Partnering Workshop as soon as possible after the Department's award of the contract. During the Pre-Partnering meeting these individuals or their representatives shall develop an agenda for the workshop, select a facilitator, decide on those individuals and entities associated with or affected by the Construction contract that should be invited to participate and extend appropriate notice in sufficient time to arrange attendance and meaningful participation. The selection of the facilitator must be mutually acceptable to both the Department and the Contractor.

Partnering Workshop: Generally, the Partnering Workshop will be scheduled after the pre-construction conference. Formal partnering efforts require that the Contractor be responsible for employing a facilitator trained in the recognized principles of partnering to conduct the first preconstruction partnering workshop, known as the Formal Partnering Kick-Off Workshop. The facilitator will lead all parties through the Partnering Workshop agenda and the VDOT Field Guide to Partnering during the kick-off workshop. The extent of the formal partnering preconstruction workshop and agenda will be predicated on project complexity, size, number of potential stakeholders, potential outstanding issues, and local needs, etc. The Formal Partnering Kick-Off Workshop will establish the specific frequency and general schedule for further Partnering meetings.

Partnering Meetings During Project Construction: In formal partnering efforts the Contractor shall provide a location for regularly scheduled partnering meetings during the construction period. Such meetings will be scheduled as deemed necessary by either party. The Contractor and VDOT will require the attendance of their key decision makers, including subcontractors and suppliers. Both the Contractor and VDOT shall also encourage the attendance of affected utilities, concerned businesses, local government and civic leaders or officials, residents, and consultants, which may vary at different times during the life of the Contract The Department and the Contractor are to agree upon partnering invitees in advance of each meeting. Follow-up partnering workshops may be held throughout the duration of the project as deemed necessary by the Contractor and the Engineer.

IV. MEASUREMENT AND PAYMENT

Formal Partnering (Kick-Off Workshop) will be measured per day and will be paid for at the contract unit price per day which price shall include providing the partnering facilities, professional facilitation, and other miscellaneous costs including copying fees and refreshments. Subsequent follow-up partnering workshops are not considered a pay item, unless the Contractor and the Engineer mutually agree in advance it is appropriate to hold additional formally facilitated workshop(s), in which case the method of measurement and basis of payment will be the same as for the Formal Partnering (Kick-Off Workshop). The maximum daily value for this pay item shall not exceed $5,000 unless otherwise specified.

Payment will be made under:

Pay Item	Pay Unit
Formal Partnering	Day

GUIDELINES — For use on all projects where permanent stormwater management facilities will be constructed or modified.

SP105-001000-01 [formerly SP105-100100-01]

VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR
CONSTRUCTION RECORD DOCUMENTATION OF PERMANENT STORMWATER MANAGEMENT FACILITIES

February 1, 2018

I. **Description**

This specification covers the requirement for the Contractor to provide Construction Record Documents of permanent stormwater management facilities (SWMF).

II. **Definitions**

1. **Construction Record Documents (CRDs).** Documents that record and detail the construction and final state of a SWMF, including, but not limited to, construction record surveys, shop drawings, and all certifications required in the Contract for the specific type of SWMF.

2. **Licensed Professional.** A Professional Engineer, Land Surveyor, or Certified Landscape Architect licensed to practice in the Commonwealth of Virginia.

III. **Requirements**

The Contractor shall provide CRDs and other required information identified in Section IV for all permanent SWMF shown in the Plans. CRDs shall comply with Section 105.10(c) of the Specifications. All survey work and drawings shall comply with the VDOT Survey Manual and CADD Manual.

CRDs shall document the items summarized in Section IV for each type or category of SWMF on the Project. The CRDs shall be signed and sealed by a Licensed Professional.

A digitally signed and sealed copy of the CRDs and other required information for permanent SWMF on the Project shall be provided to the Engineer prior to Final Acceptance.

Deviations from the Plans that result in a decrease in the water quality or quantity volumes, or any change to the shape, size, location or elevations of the facility or its associated structures shall be shown on the CRDs for the Engineer's review. The Contractor shall be responsible for making any corrections to the SWMF required by the Engineer and updating the CRDs prior to Final Acceptance.

IV. **CRDs for Permanent Stormwater Management Facilities**

CRDs shall be provided for the following types of permanent SWMF's shown in the Plans:

1. **Constructed Wetlands, Wet Ponds, Extended Detention, and Dry Detention Basins.** These facilities require a construction record survey which shall include:

   A. Finished elevations, including pretreatment areas, basin floor elevations, bench elevations, pool elevations, and embankment contours and elevations.

   B. Horizontal location of basin footprint, spillway, outfall structure and outlet protection.

C. Spillway dimensions and elevations.

(1) Riser shape and elevations (crest and bottom).

(2) Orifice shape, dimensions, and elevations.

(3) Weir shape, dimensions, and elevations.

(4) Barrel shape, dimensions, and elevations (inlet and outlet).

(5) Emergency spillway shape, dimensions, and elevations.

D. Baffle location, shape and dimensions.

2. **Infiltration, Bioretention, and Filtering Practices.** These facilities require a construction record survey which shall include:

A. Finished elevations including pretreatment areas, filter bed surface, berm and earthen spillway.

B. Horizontal location of observation wells, cleanouts, spillways and outfall.

C. Types of outlet and overflow structures, shape and elevations (crest and bottom).

D. Pipe barrel shape, dimensions, and elevations (inlet and outlet).

E. Underdrain pipe shape, size and invert elevations.

F. Underground storage structure type, shape, dimensions, and elevations.

3. **Manufactured Treatment Devices (MTDs) and Permeable Pavement.** Manufacturer's shop drawings shall be provided for all manufactured components of MTDs and Permeable Pavement. A statement for planting in conformance with the Plans shall be included. MTDs require a construction record survey which shall include:

A. Horizontal location of the facility and outfall.

B. Horizontal location of observation wells and cleanouts.

C. Rim and invert elevations of associated structures or access location.

V. **Measurement and Payment**

Construction Record Documents for permanent SWMF will be paid for at the Contract lump sum price. This price shall include performing the work described herein on all SWMF's shown on the Plans.

Payment will not be made until the Contractor provides the Engineer with CRDs, signed and sealed by a Licensed Professional, and they are accepted by the Engineer.

Payment will be made under:

Pay Item	Pay Unit
Construction Record Documents	Lump sum

GUIDELINES — Use of this SP requires written approval from the Director of Contracts.{2007-S107K00}

SP107-000100-00

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

November 30, 2015; Reissued July 12, 2016

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 percent 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.

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 the 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 according to 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 according to 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.

GUIDELINES — All projects with potential land-disturbing activities. The Residency Administrator will determine if form is still needed for project after project is awarded. Exception: Not required for Regional Signals projects.{2007 S107G02}

SP107-000110-00

C-45
Rev. 10-9-14; Reissued 10-27-16

VIRGINIA DEPARTMENT OF TRANSPORTATION

STORMWATER POLLUTION PREVENTION PLAN (SWPPP) AND THE VIRGINIA POLLUTANT DISCHARGE ELIMINATION SYSTEM (VPDES) GENERAL PERMIT FOR THE DISCHARGE OF STORMWATER FROM CONSTRUCTION ACTIVITIES

CONTRACTOR CERTIFICATION STATEMENT

Order No.: _____ Project Number: _____

Route: _____ Contract ID. #: _____

I certify under penalty of law that I understand the terms and conditions of the project contract, plans, permits, specifications and standards related to the erosion and sediment control, stormwater management and stormwater pollution prevention plan requirements for the affected activities associated with this project, and the requirements of the VPDES General Permit for the Discharge of Stormwater from Construction Activities (the VPDES Construction Permit) , if applicable to this project, issued by the Virginia Department of Environmental Quality. The VPDES Construction Permit authorizes the storm water discharges associated with the construction activities from the project site identified and described in the bid documents and subsequent contract including any onsite or off-site support facility areas located within VDOT right of way or easement and required for the complete fulfillment of the work therein.

Signature: _____

Name: _____

Title: _____

Contracting Firm: _____

Address: _____

Phone Number: _____

* Project Address/Location: _____

_____

Certified on this date: _____

* Include any off-site support facility areas located within VDOT right of way or easement.
(Note: This form must be returned with performance and payment bonds)

GUIDELINES — For use on all Federally-Funded projects.

SP107-000120-00

VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR
ELECTRONIC SUBMISSION OF PAYROLLS AND DBE SUBCONTRACTOR PAYMENT FOR FEDERALLY FUNDED PROJECTS

January 21, 2020

I. GENERAL REQUIREMENTS

The Contractor and all Subcontractors shall submit all certified payrolls and subcontractor payments, including those made to Disadvantaged Business Enterprises (DBEs), using the AASHTOWare Project Civil Rights and Labor (CRL) system in accordance with this specification. The term "subcontractor" shall include all vendors subject to FHWA-1273.

The electronic payroll submission and subcontractor payments through the CRL system replaces the paper submission of the C-57 and C-63 forms otherwise required by Sections 107.14(m) and 107.15 of the Specifications.

II. SYSTEM REQUIREMENTS

The CRL system is web based. The Contractor shall ensure compatibility with the CRL system as necessary to successfully execute the Work. The CRL system works with Internet Explorer 11 or Google Chrome and requires the ability to read, create, and edit spreadsheets in the .xlsx file format.

The Contractor and Subcontractors will be granted access after submitting forms ITD-35 and ITD-36 for each individual user who requires an account. Only those firms with a required contract in the system should submit the Request Access form. The software is configured so that each firm will only be able see their specific contract information. There will only be one single sign-on process for multiple application access within the Department.

VDOT will provide access and link and a log-in identification (ID) for the CRL system to designated employees of the Contractor and approved subcontractors entered into the system for the contract. The log-in ID and password are unique to the designated employee and must not be shared with other employees. There are no fees associated with accessing the system or to receive a login ID.

The low bidders on Contract awards will be contacted by the State Civil Rights Manager after letting to begin the process for accessing the CRL system for them and their subcontractors. The State Civil Rights Manager will provide all training for entry of certified payrolls and DBE subcontractor payments in CRL.

The CRL website is located at: https://www.virginiadot.org/business/aashtoware_project_civil_rights_and_labor%E2%84%A2_crl_management_system.asp.

III. PROCEDURES

1. CERTIFIED PAYROLL & SUBCONTRACTOR DATA SUBMISSION FOR FEDERALLY FUNDED PROJECTS

The Contractor and all subcontractors shall use the CRL system to provide VDOT electronic certified payrolls. The Contractor shall ensure that all subcontractors submit their certified payrolls into the system electronically.

Electronic submittal of certified payrolls can be submitted using the following methods:

- Manually add, copy, or modify data into CRL;

- Import payroll data with the CRL payroll spreadsheet XML converter tool available at https://xml.cloverleaf.net/spreadsheet/
- Convert payroll system program data to Payroll XML and import it into the CRL system. Information on how to convert to payroll program data to an XML file can be located at https://xml.cloverleaf.net/resourcekit/;
- The Contractor may send, on behalf of a subcontractor, payroll payment information based on a signed, certified paper payroll through the Electronica Proxy Payroll Process. Import payroll data with the CRL payroll spreadsheet XML converter tool available at https://xml.cloverleaf.net/spreadsheet/.

The District Civil Rights Manager or Engineer may require at any time, in writing, certified paper copies of the payrolls conforming to FHWA 1273 from any or all contractors working on the project.

2. **DBE PAYMENT SUBMISSION REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS**

The Contractor shall post payment to DBE firms listed on their C-111 towards meeting their contract DBE goal per Federal DBE regulations. The Contractor shall submit, and shall require each Subcontractor to provide, payment amounts relative to all DBE involvement on the project during the life of the Contract in which participation occurs, and verification is available. The Contractor shall post payments to DBEs in CRL within 7 days after receipt of payment from the Department. Subcontractors shall post payments to DBEs in CRL within 7 days after receipt of payment from the Contractor.

The District Civil Rights Manager may require at any time, in writing, proof of payments from any or all subcontractors working on the project related to contractor DBE payments. The Contractor shall enter all payments made to all subcontractors into the Payment area of CRL for each estimate.

DBE Payments shall be entered only for those business entities that are being utilized in conjunction with performing a Commercial Useful Function (CUF).

More information about the CRL system can be located at https://www.aashtowareproject.org/index.php.

GUIDELINES — Use on projects involving controlled blasting.

SP107-001110-00 [formerly SP107-110100-00]

VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR
CONTROLLED BLASTING

April 11, 2017

I. DESCRIPTION

This project is in close proximity to private property, dwellings, water wells, springs, utilities, railroads, important karst features, or other structures. Important karst features include, but are not limited to, caves and open throated sinkholes. The Contractor shall explore other means of loosening or reducing the size of the excavated material without blasting to avoid damaging these structures or resources. If blasting is necessary, controlled blasting techniques shall be used during construction. The Contractor shall conduct an on-site review of the work involved and develop a plan of operations for performing the excavation work before prosecuting the work. The blasting plan shall be submitted to the Engineer at least two weeks before scheduled blasting.

II. BLASTING PROCEDURES

No blasting shall be performed within 100 feet of existing or new bridge foundations, railroad right-of-way, residential or commercial buildings, wells, other structures, or important karst features without the written approval of the Engineer. In the vicinity of proposed concrete construction, blasting shall be scheduled so that blasting operations are fully complete before placing concrete.

All blasting shall be performed in accordance with the current edition of the Virginia Statewide Fire Prevention Code. The Contractor shall use the services of an experienced powder man at all times. The drill hole diameter, hole spacing, and size of charge per hole shall be such as to afford satisfactory breakage with a minimum of vibration. A Construction Blasting Quantity and Distance Table shall be used to control the maximum quantity of explosives per shot for instantaneous firing, or per delay for delay firing in pounds. At no time shall the total size of any charge cause the particle velocity of the ground motion to exceed 0.20 inches per second when measured at the nearest structure or resource to a blast.

The Contractor shall maintain a daily log of the type, grade, and quantity of explosives, type of detonating cap, hole locations, depths, and minimum distances from the blasts to private property, dwellings, water wells, springs, utilities, other structures, and important karst features. A copy of this log shall be submitted to the Engineer at the end of each workday on which blasting activity has occurred.

III. SEISMIC MONITORING

The Contractor shall submit a comprehensive blasting plan detailing the blasting techniques to be used near property, structures, and important karst features to the Department. Seismic monitoring shall be performed by a qualified firm before performing construction operations near property, structures, and important karst features. Some of the initial blasts shall be monitored close to the blasting while others shall be monitored at property, structures, and important karst features; and the blasting plan shall be revised if the anticipated maximum particle velocity at those locations will exceed 0.20 inches per second.

The seismograph used shall have the ability to store digital data for documentation and inspection by, or submittal to, the Department. Further, the seismograph used shall be capable of accurately measuring frequency and amplitude in three planes: vertically, longitudinally, and transversely. These instruments must be dynamically calibrated and of such sensitivity that displacements as little as 0.0005 inches and frequencies of from 1 to 100 cycles per second may be read. The instruments must also be capable of adjustment so that the peak of maximum amplitude of vibration can be recorded on the tape or disk.

The Contractor shall cooperate and coordinate blasting activities with the owners of private property, dwellings, water wells, springs, utilities, structures, and resources.

IV. Rock Slopes

For use in this Special Provision, slopes shall be considered rock slopes when the height of final slope is 15 feet or greater, and 50% or more of the face of the final slope is rock, based on visual inspection.

All rock slopes with a slope of 1H:1V or steeper shall be pre-split by controlled blasting or non-explosive techniques in accordance with Section 303.04(a) of the Specifications and the preceding sections.

V. Measurement and Payment

The cost for explosives and blasting operations, alternative methods, monitoring, and recording and submitting daily blasting logs will be considered incidental to the cost of regular excavation and will not be measured for separate payment. The Contractor's failure to maintain and submit daily blasting logs as stipulated herein will result in withholding payment for regular excavation until such time that daily logs are provided.

GUIDELINES — Federal projects only. {2007-S107HF1}

SP107-001510-01 [formerly SP107-150100-01]

VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR
DBE REQUIREMENTS

August 18, 2017

SECTION 107 – LEGAL RESPONSIBILITIES of the Specifications is revised as follows:

Section 107.15 – Use of Small, Women-Owned, and Minority-Owned Business is renamed **Use of Disadvantaged Business Enterprises (DBEs)** and replaced with the following:

(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, sex, sexual orientation, gender identity, or national origin 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.

(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 Small Business and Supplier Diversity (DSBSD) 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 Small Business and Supplier Diversity website: *www.sbsd.virginia.gov.*

(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://www.virginiadot.org/business/resources/Civil_Rights/VDOT_DBE_Program_Plan.pdf

(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, sex, sexual orientation, gender identity, or national origin 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.

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.

(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_DBE_Commitments.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.

   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 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.

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 enjoinment 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 enjoinment 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.

(h) **DBE Participation for Contract Goal Credit**

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 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.

e. 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.

f. 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**.

g. 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 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 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.

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 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**

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

   a. 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.

   b. 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.

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

2. **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.

a. All Contractor requests to terminate, substitute, or replace a certified DBE shall be in writing, and shall include the following information:

(1) The date the Contractor determined the DBE to be unwilling, unable, or ineligible to perform.

(2) The projected date that the Contractor shall require a substitution or replacement DBE to commence work if consent is granted to the request.

(3) 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;

(4) A brief statement of the affected DBE's capacity and ability to perform the work as determined by the Contractor;

(5) 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;

(6) The current percentage of work completed on each bid item by the DBE;

(7) The total dollar amount currently paid per bid item for work performed by the DBE;

(8) 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;

(9) 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.

b. Contractor's Written Notice to DBE of Pending Request to Terminate and Substitute with another DBE.

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.

c. 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.

3. **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:

a. 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;

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

c. 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;

d. 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;

e. 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.

		Value of Trans. Serv. (For Illustrative Purposes Only)
Firm X		
Truck 1	Owned by DBE	$100 per day
Truck 2	Owned by DBE	$100 per day
Firm Y		
Truck 1	Leased from DBE	$110 per day
Truck 2	Leased from DBE	$110 per day
Firm Z		
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 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.

f. 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.

4. **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.

(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-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 enjoinment 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 enjoinment 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.

(q) **Suspect Evidence of Criminal Behavior**

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

- 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.

GUIDELINES — Projects requiring railroad insurance.

SP107-001910-01 [formerly SP107-190100-01]

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

August 15, 2017

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 in writing _____ of the _____ Railway Company,

_____
(City or Town) (State) (Zip)

_____ at least five working days before starting any work on or over
(Telephone No.)

the Railway 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 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 that a 30 day duration, it will require the posting of the position according to 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 _____ days 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 shall be in accordance with 23 CFR 646.105 and other parts of the Contract. With respect to operations performed by the contractor, this insurance shall provide continuous 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 to 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 shall be in accordance with 23 CFR 646.107 and other parts of the Contract. 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. . The certificates of insurance shall state that the insurance coverage will not be suspended, voided, canceled, or reduced in coverage or limits without 30 days advance written notice to Railroad and the Department. No work will be permitted by Railroad on its right-of-way until it has reviewed and approved the evidence of insurance required herein. 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.

GUIDELINES - For use on Asphalt Schedule Work projects that impact railroad tracks owned by CSX Transportation.

SP107-001911-00 [formerly SP107-190110-00]

VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISIONS FOR
CSX TRANSPORTATION INSURANCE REQUIREMENTS

August 30, 2017

I. INSURANCE POLICIES

A. State and Contractor, if and to the extent that either is performing work on or about CSXT's property, shall procure and maintain the following insurance policies:

1. **Commercial General Liability** coverage at their sole cost and expense with limits of not less than $5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured. The policy shall not contain any exclusions for work completed within 50 feet of the railroad.

2. **Statutory Worker's Compensation and Employers Liability** Insurance with limits of not less than $1,000,000, which insurance must contain a waiver of subrogation against CSXT and its affiliates (if permitted by state law).

3. **Commercial automobile liability** insurance with limits of not less than $1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured. The policy shall not contain any exclusions for work completed within 50 feet of the railroad

4. **Railroad protective liability** insurance with limits of not less than $5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of $10,000,000, which insurance shall satisfy the following additional requirements:

   a. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.

   b. CSX Transportation must be the sole named insured on the Railroad Protective Insurance Policy. The named insured's address should be listed as:

      CSX Transportation, Inc.
      500 Water Street, C-907
      Jacksonville, FL 32202

   c. Name and Address of Contractor and of State must be shown on the Declarations page.

   d. A description of operations must appear on the Declarations page and must match the Project description, including project or contract identification numbers.

   e. Authorized endorsements must include the Pollution Exclusion Amendment - CG 28 31,

unless using form CG 00 35 version 96 and later.

f. Authorized endorsements may include:

i. Broad Form Nuclear Exclusion - IL 00 21
ii. 30-day Advance Notice of Non-renewal or cancellation
iii. Required State Cancellation Endorsement
iv. Quick Reference or Index - CL/IL 240

g. Authorized endorsements may not include:

i. A Pollution Exclusion Endorsement except CG 28 31
ii. A Punitive or Exemplary Damages Exclusion
iii. A “Common Policy Conditions” Endorsement
iv. Any endorsement that is not named in Section 4 (e) or (f) above.
v. Policies that contain any type of deductible

5. All insurance companies must be A. M. Best rated A- and Class VII or better.

6. The CSX OP number or CSX contract number, as applicable, must appear on each Declarations page and/or certificates of insurance.

7. Such additional or different insurance as CSXT may require.

II. ADDITIONAL TERMS

A. Contractor must submit the original Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies to:

Insurance Department
CSX Transportation, Inc. 500 Water Street, C-907
Jacksonville, FL 32202

OR

Insurancedocuments@csx.com

B. Neither Agency nor Contractor may begin work on the Project until it has received CSXT’s written approval of the required insurance.

GUIDELINES - For use on Asphalt Schedule Work projects that impact railroad tracks owned by Buckingham Branch Railroad.

SP107-001912-00 [formerly SP107-190120-00]

VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR
BUCKINGHAM BRANCH RAILROAD COMPANY INSURANCE REQUIREMENTS

August 9, 2017

I. Contractor will provide a Certificate of Insurance with insurance carriers acceptable to the Railroad showing the following:

A. **Commercial General Liability Insurance** with limits of not less than $5 million per occurrence and subject to an annual aggregate of not less than $10 million. This policy must cover all of the contractor's operations as well as those of its subcontractors. The policy should have no exclusion of contractor's work within 50 feet of a railroad. The policy shall name the Buckingham Branch Railroad Company as an additional insured.

B. **Business Auto Liability Insurance** with limits of not less than $2 million per occurrence. The policy shall name the Buckingham Branch Railroad Company as an additional insured.

C. **Workers Compensation** to cover the contractor's obligations under the laws in the Commonwealth of Virginia and Employers Liability Insurance with limits of not less than $1 million per accident. This policy shall contain a waiver of subrogation against the Buckingham Branch Railroad Company.

A combination of primary and excess/umbrella limits may be used to achieve at least the above limits. The certificate will indicate that the Railroad is to receive no less than 30 days notice of cancellation or material change in coverage of the insurance referenced.

Contractor shall furnish Railroad Protective Liability Insurance with the Railroad as the Named Insured. This will cover all of the contractor's and any of his subcontractor's operations as well as negligent acts of the Railroad. Such policy shall have limits of not less than $5 million per occurrence subject to an annual aggregate of not less than $10 million. Coverage shall be placed with an insurance carrier with an A.M. Best rating of not less than A-.

Contractor must submit its original insurance policies and two copies and all notices and correspondence regarding the insurance policies to:

Giles Scott
Manager, Pricing and Insurance
Buckingham Branch Railroad Company
P.O. Box 336
Dillwyn, VA 23936
Phone: (434) 983-3300
Fax: (434) 983-3270
Email: giles.scott@buckinghambranch.com

Neither Agency nor Contractor may begin work on the Project until it has received Buckingham Branch Railroad Company's' written approval of the required insurance policies.

GUIDELINES — For use on Asphalt Schedule Work projects that impact railroad tracks owned by Norfolk Southern Railroad.

SP107-001913-00 [formerly SP107-190130-00]

VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISIONS FOR
NORFOLK SOUTHERN INSURANCE REQUIREMENTS

September 14, 2017

I. INSURANCE

A. In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, the Prime Contractor will be required to carry insurance of the following kinds and amounts:

1. **Commercial General Liability Insurance** having a combined single limit of not less than $2,000,000 per occurrence for all loss, damage, cost and expense, including attorneys' fees, arising out of bodily injury liability and property damage liability during the policy period. Said policy shall include explosion, collapse, and underground hazard (XCU) coverage, shall be endorsed to name Railroad specified in item A.2.c. below both as the certificate holder and as an additional insured, and shall include a severability of interests provision.

2. **Automobile Liability Insurance** with a combined single limit of not less than $1,000,000 each occurrence for injury to or death of persons and damage to or loss or destruction of property. Said policy or policies shall be endorsed to name Railroad specified in item A.2.c. below both as the certificate holder and as an additional insured and shall include a severability of interests provision.

3. **Railroad Protective Liability (RRPL) Insurance** having a combined single limit of not less than $2,000,000 each occurrence and $6,000,000 in the aggregate applying separately to each annual period. If the project involves track over which passenger trains operate, the insurance limits required are not less than a combined single limit of $5,000,000 each occurrence and $10,000,000 in the aggregate applying separately to each annual period. Said policy shall provide coverage for all loss, damage or expense arising from bodily injury and property damage liability, and physical damage to property attributed to acts or omissions at the job site.

   The standards for the Railroad Protective Liability Insurance are as follows:

   a. The insurer must be rated A- or better by A.M. Best Company, Inc.

      NOTE:
      NS does not accept from insurers Chartis (AIG or Affiliated Company including Lexington Insurance Company), Hudson Group or Liberty or Affiliated Company, American Contractors Insurance Company and Erie Insurance Company including Erie Insurance Exchange and Erie Indemnity Company.

   b. The policy must be written using one of the following combinations of Insurance Services Office ("ISO") Railroad Protective Liability Insurance Form Numbers:

1. CG 00 35 01 96 and CG 28 31 10 93; or
2. CG 00 35 07 98 and CG 28 31 07 98; or
3. CG 00 35 10 01; or
4. CG 00 35 12 04; or
5. CG 00 35 12 07; or
6. CG 00 35 04 13.

c. The named insured shall read:

Norfolk Southern Corporation and its subsidiaries
Three Commercial Place
Norfolk, Virginia 23510-2191
Attn: NSRISK3@nscorp.com,

NOTE:
Railroad does not share coverage on RRPL with any other entity on this policy.

d. The description of operations must appear on the Declarations, must match the project description in this agreement, and must include the appropriate Department project and contract identification numbers.

e. The job location must appear on the Declarations and must include the city, state, and appropriate highway name/number.

NOTE:
Do not include any references to milepost, valuation station, or mile marker on the insurance policy.

f. The name and address of the prime Contractor must appear on the Declarations.

g. The name and address of the Department must be identified on the Declarations as the "Involved Governmental Authority or Other Contracting Party."

h. Endorsements/forms that are **required** are:
   1. Physical Damage to Property Amendment
   2. Terrorism Risk Insurance Act (TRIA) coverage must be included

i. Other endorsements/forms that will be accepted are:
   1. Broad Form Nuclear Exclusion – Form IL 00 21
   2. 30-day Advance Notice of Non-renewal or cancellation
   3. Required State Cancellation Endorsement
   4. Quick Reference or Index Form CL/IL 240

j. Endorsements/forms that are NOT acceptable are:
   1. Any Pollution Exclusion Endorsement except CG 28 31
   2. Any Punitive or Exemplary Damages Exclusion

3. Known injury or Damage Exclusion form CG 00 59
4. Any Common Policy Conditions form
5. An Endorsement that limits or excludes Professional Liability coverage
6. A Non-Cumulation of Liability or Pyramiding of Limits Endorsement
7. An Endorsement that excludes TRIA coverage
8. A Sole Agent Endorsement
9. Any type of deductible endorsement or amendment
10. Any other endorsement/form not specifically authorized in item no. 2.h above.

B. If any part of the work is sublet, similar insurance, and evidence thereof as specified in A.1 above, shall be provided by or on behalf of the subcontractor to cover its operations on Railroad's right of way.

C. All insurance required under the preceding subsection A shall be underwritten by insurers and be of such form and content, as may be acceptable to the Company. Prior to entry on Railroad right-of-way, the original Railroad Protective Liability Insurance Policy shall be submitted by the Prime Contractor to the Department at the address below for its review and transmittal to the Railroad. In addition, certificates of insurance evidencing the Prime Contractor's and any subcontractors' Commercial General Liability Insurance shall be issued to the Railroad and the Department at the addresses below, and forwarded to the Department for its review and transmittal to the Railroad. The certificates of insurance shall state that the insurance coverage will not be suspended, voided, canceled, or reduced in coverage or limits without (30) days advance written notice to Railroad and the Department. No work will be permitted by Railroad on its right-of-way until it has reviewed and approved the evidence of insurance required herein.

DEPARTMENT	**RAILROAD**
Right of Way / 5th Floor	Risk Management
VDOT	Norfolk Southern Railway Company
1401 East Broad Street	Three Commercial Place
Richmond, VA 23219	Norfolk, VA 23510-2191

D. The insurance required herein shall in no way serve to limit the liability of Department or its Contractors under the terms of this agreement.

E. Insurance Submission Procedures

1. Railroad will only accept initial insurance submissions via US Mail or Overnight carrier to the address noted in C above. Railroad will NOT accept initial insurance submissions via email or faxes. **Please provide point of contact information with the submission including a phone number and email address.**
2. Railroad requires the following two (2) forms of insurance in the initial insurance submission to be submitted under a cover letter providing details of the project and contact information:
   a. The full original or certified true countersigned copy of the railroad protective liability insurance policy in its entirely inclusive of all declarations, schedule of forms and endorsements along with the policy forms and endorsements.
   b. The Contractor's commercial general, automobile, and workers' compensation liability insurance certificate of liability insurance evidencing a combined single limit of a minimum of $2M per occurrence of general and $1M per occurrence of automobile liability insurance naming Norfolk Southern Railway Company, Three Commercial Place,

Norfolk VA 23510 as the certificate holder and as an additional insured on both the general and automobile liability insurance policy.

3. It should be noted that the Railroad does not accept notation of Railroad Protective insurance on a certificate of liability insurance form or Binders as Railroad must have the full original countersigned policy. Further, please note that mere receipt of the policy is not the only issue but review for compliance. Due to the number of projects system-wide, it typically takes a minimum of 30-45 days for the Railroad to review.

F. FAILURE TO COMPLY

1. In the event the Contractor violates or fails to comply with any of the requirements of these Special Provisions:

   a. The Railroad Engineer may require that the Contractor vacate Railroad property.

   b. The Department's Engineer may withhold all monies due the Contractor on monthly statements.

2. Any such orders shall remain in effect until the Contractor has remedied the situation to the satisfaction of the Railroad Engineer and the Department's Engineer.

GUIDELINES — The category of progress schedule to be used on a particular project is determined by the project manager (PM) for that project (see IIM-CD-2013-11.01). Note: any project-specific SPs or SPCNs related to progress schedules must be reviewed and approved by the 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 Contracts (SP100-000110-00) or On-Call (SQ100-000100-00) projects.{2007-S108A01}

SP108-000100-00

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

April 28, 2008; Reissued July 12, 2016

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 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 according to 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 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 according to, but not limited to, the provisions of Sections 109.04 and 109.05 of the Specifications. Anticipated payments for Material on Hand according to 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.

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 according to 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 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 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 according to 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 according to 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 according to the provisions of Section 108.09 of the Specifications.

V. MEASUREMENT AND PAYMENT

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 according to the requirements herein shall be considered incidental to the work.

GUIDELINES — The category of progress schedule to be used on a particular project is determined by the project manager (PM) for that project (see IIM-CD-2013-11.01). Note: any project-specific SPs or SPCNs related to progress schedules must be reviewed and approved by the 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 Contracts (SP100-000110-00) or On-Call (SQ100-000100-00) projects.{2007-S108B00}

SP108-000110-00

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

April 29, 2008; Reissued July 12, 2016

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 according to 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 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.

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 according to 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 according to, but not limited to, the provisions of Sections 109.04 and 109.05 of the Specifications;

   d) Anticipated payments for Material on Hand according to 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;

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 according to 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.

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 according to 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 according to 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 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 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 according to 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 according to 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 according to 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 according to the requirements herein shall be considered incidental to the work.

GUIDELINES — The category of progress schedule to be used on a particular project is determined by the project manager (PM) for that project (see IIM-CD-2013-11.01). Note: any project-specific SPs or SPCNs related to progress schedules must be reviewed and approved by the 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 Contracts (SP100-000110-00) or On-Call (SQ100-000100-00) projects.{S108C00}

SP108-000120-00

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

March 1, 2011; Reissued July 12, 2016

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 according to 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 according to 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 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 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 according to 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 according to 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 according to 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 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 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 according to 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 according to 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 according to 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 according to 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 according to 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 according to 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 according to the VDOT Post-Award Scheduling Guide.

The Progress Schedule Update will be reviewed by the Engineer for acceptance according to 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, according to 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 otherwise by the Engineer. The Revised Progress Schedule will be reviewed by the Engineer for acceptance according to 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 according to 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 according to 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 according to 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; or differing site conditions or utility delays according to 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 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 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, according to 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 according to 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 according to 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 according to 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 according to 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 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 according to 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 according to 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.

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, according to 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 according to 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 according to 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;
      iii) 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

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

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 according to 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.

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 according to 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 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.

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

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 according to 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 according to 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 according to the provisions of Section 108.09.

IX. MEASUREMENT AND PAYMENT

Required Progress Schedule submissions will be measured and paid for according to the following:

A. Basis of Payment – Progress payments will be made according to 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.

B. Payment Items – Payments for all associated costs to attend schedule meetings, prepare, update, revise, and/or furnish the Progress Schedule will made under the following pay items:

Pay Item	Pay Unit
Baseline Progress Schedule	Lump Sum
Progress Schedule Update	Each

GUIDELINES — The category of progress schedule to be used on a particular project is determined by the project manager (PM) for that project (see IIM-CD-2013-11.01). Note: any project-specific SPs or SPCNs related to progress schedules must be reviewed and approved by the 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 Contracts (SP100-000110-00) or On-Call (SQ100-000100-00) projects.{2007-S108D00}

SP108-000130-00

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

March 1, 2011; Reissued July 12, 2016

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 according to 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 according to 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 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 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 according to 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 according to 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 according to 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 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 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 according to 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 according to 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 according to Section IV (C).

The Baseline Progress Schedule will be reviewed by the Engineer for acceptance according to 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 according to 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 according to 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 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 according to Section IV (C).

The Progress Schedule Update will be reviewed by the Engineer for acceptance according to 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, according to 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 otherwise by the Engineer. The Revised Progress Schedule will be reviewed by the Engineer for acceptance according to 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 according to 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 according to 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 according to 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; or differing site conditions or utility delays according to 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 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 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, according to 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 according to 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 according to 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 according to 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 according to 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 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 according to 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 according to 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 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, according to 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 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 according to 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 according to, but are not limited to, the provisions of Sections 109.04 and 109.05 of the Specifications.

e) Anticipated payments for Material on Hand according to 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 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 according to 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 according to 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;
iii) 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 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 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;

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 according to 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.

Please note: Delays resulting from the Contractor's failure to provide the Progress Schedule according to 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 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.

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 according to 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 according to 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 according to the provisions of Section 108.09.

IX. MEASUREMENT AND PAYMENT

Required Progress Schedule submissions will be measured and paid for according to the following:

A. Basis of Payment – Progress payments will be made according to 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.

B. **Payment Items –** Payments for all associated costs to attend schedule meetings, prepare, update, revise, and/or furnish the Progress Schedule will made under the following pay items:

Pay Item	Pay Unit
Baseline Progress Schedule	Lump Sum
Progress Schedule Update	Each

GUIDELINES — For all projects containing eligible asphalt materials on the attached master list.

SP109-000100-03

VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR
ASPHALT MATERIAL PRICE ADJUSTMENT

September 6, 2019

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 according to 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 Change Order, they will not be subject to Price Adjustment unless specifically designated in the Change 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 emulsions 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. Price adjustment will be calculated using the same units as the corresponding Pay Items in the Contract.

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.

VIRGINIA DEPARTMENT OF TRANSPORTATION
MASTER LISTING OF
ASPHALT MATERIAL ITEMS ELIGIBLE FOR PRICE ADJUSTMENT

ITEM	DESCRIPTION	UNITS	SPECIFICATION
10062	Asphalt-Stab. Open-Graded Material	Ton	313
10415	Prime Coat	Gal	311
10416	Liquid Asphalt	Gal	311 312
10417	Tack Coat	Gal	310
10418	Liquid Asphalt	Gal	314
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
10426	NS Blotted Seal Coat	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
10638	Asphalt Conc. Ty. BM-25.0D+0.8	Ton	ATTD
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
10644	Asphalt Concrete Ty. SM-9.0A	Ton	315
10645	Asphalt Concrete Ty. SM-9.0D	Ton	315
10646	Asphalt Concrete Ty. SM-9.0E	Ton	315
10647	Asphalt Concrete Ty. SM-4.75A	Ton	315
10648	Asphalt Concrete Ty. SM-4.75D	Ton	315
10649	Asphalt Concrete Ty. SM-4.75E	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

ITEM	DESCRIPTION	UNITS	SPECIFICATION
12505	Asphalt Concrete Curb Backup Material	Ton	315
13240	Asphalt Concrete Sidewalk	Ton	504
16110	Emul. Asph. Slurry Seal Type A	SY	ATTD
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
16301	Liq.Asph. Rumble Strip Coating	SY	315
16325	NS Asphalt Concrete	Ton	N/A
16326	Asphalt Concrete Ty. SM-4.75A	Ton	315
16327	Asphalt Concrete Ty. SM-4.75D	Ton	315
16328	Asphalt Concrete Ty. SM-4.75E	Ton	315
16330	Asphalt Concrete Ty. SM-9.0A	Ton	315
16331	Asph. Conc. Ty. SM-9.0D	Ton	315
16332	Asph. Conc. Ty. SM-9.0E	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
16366	Asph. Conc. Ty. BM-25.0D+0.4	Ton	ATTD
16367	Asph. Conc. TY. BM-25.0D+0.8	Ton	ATTD
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

ITEM	DESCRIPTION	UNITS	SPECIFICATION
16374	Asphalt Concrete Ty. IM-19.0D (T)	Ton	315
16377	Asphalt Concrete Ty. BM-37.5	Ton	315
16378	Thin Hot Mix Asphalt Concrete	Ton	ATTD
16379	Asphalt Concrete Ty. IM-19.0T	Ton	315
16383	Scratch/Level Type I	Ton	ATTD
16384	Scratch/Level Type II	Ton	ATTD
16390	Asphalt Concrete Ty. BM-25.0A	Ton	315
16392	Asphalt Concrete Ty. BM-25.0D	Ton	315
16393	Asph. Conc. Patch Ty. IM-19.0A	Ton	ATTD
16394	Asph. Conc. Patch Ty. IM-19.0D	Ton	ATTD
16395	Asphalt Concrete Ty. BM-25.0A (T)	Ton	315
16396	Asph. Conc. Ty. BM-25.0D+0.4 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
16410	NS Asph. Conc. Ty. SM-	Ton	ATTD
16412	NS Asph. Conc. Ty. IM-	Ton	ATTD
16414	NS Asph. Conc. Ty. BM-	Ton	ATTD
16416	NS Asph. Conc. HP Ty.	Ton	ATTD
16420	Asph. Conc. Patch Ty. SM-12.5A	Ton	ATTD
16421	NS Asph. Conc. Patch Ty. SM-	Ton	ATTD
16422	NS Asph. Conc. Patch Ty. IM-	Ton	ATTD
16423	NS Asph. Conc. Patch Ty. BM-	Ton	ATTD
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
16543	Cold Central Plant Recycling Material	Ton	ATTD
62195	NS Asphalt Concrete Overlay	Ton	315
62196	NS Asphalt Concrete	Ton	315
63000	NS Asphalt Concrete Overlay	Ton	315
63001	NS Asphalt Concrete	Ton	315
67201	NS Asphalt Concrete Overlay	Ton	315
67210	NS Asphalt Concrete	Ton	315
68240	NS Asphalt Concrete	Ton	315

GUIDELINES — For projects requiring fuel adjustment as an option. {2007-S109F01}

SP109-000110-00

VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR
OPTIONAL ADJUSTMENT FOR FUEL

July 1, 2015; Reissued July 12, 2016

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:

$$S = (E - B)\ QF$$

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.

GUIDELINES — For projects requiring steel price adjustments.

SP109-000120-01

VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR
PRICE ADJUSTMENT FOR STEEL

July 2, 2019

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 according to this provision. The master list of standard Pay Items the Department has determined are eligible for steel price adjustment is posted on the Construction Division website.

Items eligible for steel price adjustment for this Project will be shown on Form C-21C, included with the Proposal. Only items on the form C-21C will be eligible for steel price adjustment. 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.

The Bidder shall submit Form C-21C to the State Contract Engineer no later than 15 calendar days after the date of Award Recommendation letter to identify those pay items to which he chooses to apply steel price adjustment. The Bidder may choose to have steel price adjustment applied to any, all, or none of the eligible items shown on Form C-21C. However, 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. Items the Bidder chooses for steel price adjustment must be designated by writing the word "Yes" in the column titled "Option" by each Pay Item chosen for adjustment. The Bidder's designations on Form C-21C must be written in ink or typed, and signed by the Bidder to be considered complete. Items not properly designated, or designated with "No" or left blank on the Bidder's C-21C form will automatically be removed from consideration for adjustment. No steel items will be eligible for steel price adjustment on this Project if the Bidder fails to return his Form C-21C on time.

Inventoried materials from the list of eligible items are specifically excluded for consideration. Items from the list of eligible items for which the Contractor has requested payment as Material on Hand according to Section 109.09 are also specifically excluded for consideration past the delivery date to the fabricator.

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 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.

The Contractor shall submit documentation to the Engineer for all items listed in the Contract for which the Contractor 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 item unit 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 the Contractor 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 PPI to be used to adjust the price for the eligible VDOT steel items is shown on the list posted on the Department's website. The 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 in the master list of standard Pay Items eligible for steel price adjustment.

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.

The Engineer will determine, and specify in the Change 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.

20-Jan-05

Steel Price Adjustment Sample Submission Form
(All prices to be supported by project-specific quotes)

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.

v

20-Jan-05

Price Adjustment Sample Calculation (increase)

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 PPI most recently published average for month of October is 161.1

Adjustment formula is as follows:

A = B X P X 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 lb.

A = 0.2816 x 0.054 x 450,000

A = $6,842.88 pay adjustment to Contractor

20-Jan-05

Price Adjustment Sample Calculation (decrease)

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 PPI most recently published average for month of October is 136.3

Adjustment formula is as follows:

A = B X P X 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 lb.

A = 0.2816 x 0.030 x 450,000

A = $3,801.60 credit to Department

GUIDELINES — For use on projects where electronic weight tickets will be used. Also can be work ordered into projects post-award at no cost to the Department.

SP109-000130-00

VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR
USE OF ELECTRONICALLY TRANSMITTED WEIGH TICKETS

October 10, 2019

SECTION 109 – MEASUREMENT AND PAYMENT of the Specifications is amended as follows:

Section 109.01(b) – Measurement by Weight is replaced with the following:

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.

Trucks used to haul material shall be equipped with a cover suitable to protect the material and to protect the traveling public. The truck tare to be used in the weighing operation shall be the weight of the empty truck determined with full tanks of fuel and the operator seated in the cab. The tare weight of trucks shall be recorded to the nearest 20 pounds. At the option of the Contractor, a new tare may be determined for each load. When a new tare is obtained for each load, the requirement for full tanks of fuel will be waived.

Net rail shipment weights may be used for pay quantities when evidenced by railroad bills of lading. However, such weights will not be accepted for pay quantities of materials that subsequently pass through a stationary mixing plant.

Scales shall conform to the requirements for accuracy and sensitivity as set forth in the NIST Handbook No. 44 for Specification Tolerances and Requirements for Commercial and Weighing Devices. Scales used in the weighing of materials paid for on a tonnage basis shall be approved and sealed in accordance with the requirements of the policies of the Bureau of Weights and Measures of the Department of Agriculture and Consumer Services, or other approved agencies, at least once every six months and upon being moved. Hopper and truck scales shall be serviced and tested by a scale service representative at least once every six months. Hopper scales shall be checked with a minimum 500 pounds of test weights and truck scales shall be checked with a minimum 20,000 pounds of test weights.

Copies of scale test reports shall be maintained on file at the scale location for at least 18 months, and copies of all scale service representative test reports shall be forwarded to the Department.

The quantity of materials paid for on a tonnage basis shall be determined on scales equipped with an automatic printer. Truck scale printers shall print the net weight and either the gross or

tare weight of each load. Hopper scale printers shall print the net weight of each load. The weigh ticket shall also show the legal gross weight for material weighed on truck scales and the legal net weight for material weighed on hopper scales. As a substitute for printed tickets, electronic tickets may be provided. Electronic ticketing systems shall record and show all the same information required on a printed ticket and meet the requirements herein.

If the automatic printer becomes inoperative, the weighing operation may continue for 48 hours provided satisfactory visual verification of weights can be made. The written permission of the District Materials Engineer shall be required for the operation of scales after 48 hours.

If significant discrepancies are discovered in the printed or electronically recorded and displayed weight, the ultimate weight for payment will be calculated on volume measurements of the materials in place and unit weights determined by the Engineer or by other methods deemed appropriate to protect the interests of the Commonwealth.

1. **Duties of the Weighperson.** The weighperson shall furnish a signed weigh ticket or electronic 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; maintain sufficient documentation so that the accumulative tonnage and distribution of each lot of material, by Contract, can be readily identified; and 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.

2. **Electronic ticketing system.** Electronic tickets may be provided as a substitute for weigh tickets at no additional cost to the Department. Electronic Tickets shall be automatically generated using a combined software and hardware fleet management or electronic ticketing system. This system shall be fully integrated with the Contractor's Load Read-Out scale system used to weigh the material being placed.

   The system must be accessible to all engineering and inspection staff involved in the project via a mobile device (iOS or android) and a desktop computer.

   In addition to the information required for printed weigh tickets, the system must provide the following information to the Engineer at any point in time during or after materials placement:

   - Description of material being transported
   - Mix Design Number or VDOT Material Identifier
   - Unique Truck ID
   - Time at Scale
   - Time at Destination
   - Time offloaded from vehicle
   - Location (latitude and longitude in decimal degrees to nearest 0.0000001) where material was offloaded from truck.

   If the supplier chooses to utilize the electronic ticket option, the system must allow individual tickets and daily summaries to be exported as Portable Document Format (PDF) files conforming to ISO 32000.

   The system software and hardware shall be designed in such a way that data inputs from scales cannot be altered by the Contractor or the Department.

Delays due to poor GPS satellite reception, loss of cellular coverage, or any other technical or mechanical issues with an electronic ticketing system software, hardware, or other components will not be considered entitlement to any form of adjustment or time extension. The Engineer may reject material at any time if electronic tickets become unavailable or fail to provide appropriate and correctly formatted information at the time the ticket is transmitted. The Contractor, at his discretion, may provide printed tickets in place of electronic tickets, provided they comply with the requirements herein.

SQ105-000100-00

GUIDELINES — Surface treatment projects where on-street parking is permitted.

VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR
PUBLIC NOTIFICATION OF PARKING RESTRICTIONS

August 18, 2015; Reissued July 12, 2016_

The Contractor shall be responsible for notifying the public of parking restrictions due to the resurfacing operations scheduled in this contract by distributing door-hangers and erecting "No Parking" signs throughout the subdivision streets affected as follows:

- A template for printing door-hangers will be provided to the Contractor by the Department. The Contractor shall make all necessary arrangements to furnish and distribute the printed door-hangers to homes no more than thirty (30) days prior to commencement of work and no less than three (3) days in the affected areas.

- A template for furnishing "No Parking" signs will be provided to the Contractor by the Department. The Contractor shall make all necessary arrangements for furnishing and placing the "No Parking" signs, including posts, for affected homes no more than three (3) working days prior to commencement of work. "No Parking" Signs shall be placed a minimum of 36" off the ground and shall clearly be visible to the public. The Contractor shall install the sign posts using posts of their choosing so long as the "No Parking" Sign is securely mounted and does not result in warping of the sign. The Contractor shall notify the appropriate police department after signs are installed and prior to commencement of work. If the commencement of work date follows a holiday or weekend, the three (3) working day prior notification requirement shall be in addition to the weekend or holiday. The period of operations, as designated on the "No Parking" signs, shall not exceed fourteen (14) consecutive calendar days.

The Contractor shall visually inspect the construction site each day after the placement of "No Parking" signs to ensure they are still in place. Any damaged or missing signs shall be promptly replaced at the Contractors expense.

All "No Parking" signs shall be removed and disposed of by the Contractor upon completion of the work.

The cost of furnishing and distributing door-hangers, furnishing, installing, maintaining, and removing "No Parking" signs and posts shall be borne by the Contractor at no cost to the Department. Door Hangers and No Parking Signs shall be produced in color and laminated prior to distribution.

Template examples can be found on the following three (3) pages.

To obtain "color" template copies for production visit the following link: http://www.virginiadot.org/business/resources/const/PublicNotificationOfSurfaceTreatmentTemplate.pdf

Door Hanger (Front)

Surface Treatment

Within the next 30 days, you will see construction crews and equipment preparing to treat and improve the roads in your neighborhood. This work is dependent on weather and may occur later than this timeframe due to contractor schedules.

WHAT YOU NEED TO KNOW

Crews will be applying surface treatment. Asphalt will be sprayed directly onto the road, immediately followed by an application of small stones which are rolled and compressed into the road so they are 50-70 percent embedded in the pavement. This application is designed to extend the life of your pavement.

WHAT TO EXPECT

One of the final steps of the surface treatment process is a "blot" coat. During this step, sand is applied to prevent any liquid asphalt from being picked up by vehicle tires, which could spray the asphalt onto a vehicle's body. This sand blot coat typically stays in place for 1-3 weeks. This allows the resurfacing materials to fully cure.

In some cases, when traffic and rain does not displace the residual sand during the curing time period, VDOT will schedule additional roadway sweeping.

HOW TO PREPARE

When work begins, please avoid parking your vehicles on the street. Construction crews will place "No Parking" signs on the affected streets a minimum of 3 business days before work begins, notifying residents of the specific days parking will be prohibited. Please remove other obstructions from the road, such as basketball hoops or garbage cans.

RESOURCES

For more information about this process, please visit **www.virginiadot.org/surfacetreatment**.

To contact us, call VDOT's Customer Service Center at 1-800-FOR-ROAD (800-367-7623) or email **customerservice@VDOT.Virginia.Gov**.

Scan this QR code using a smartphone to view VDOT information on asphalt.

Door Hanger (Back)

NO PARKING
STREET PAVING
DATES: _____--- _____
FOR INFORMATION CALL: 1-800-FOR-ROAD
CARS TOWED

SQ105-000110-01

GUIDELINES — Slurry Seal projects where on-street parking is permitted.

VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR
PUBLIC NOTIFICATION OF PARKING RESTRICTIONS
(Slurry Seal)

May 5, 2017_

The Contractor shall be responsible for notifying the public of parking restrictions due to the resurfacing operations scheduled in this contract by distributing door-hangers and erecting "No Parking" signs throughout the subdivision streets affected as follows:

- A template for printing door-hangers will be provided to the Contractor by the Department. The Contractor shall make all necessary arrangements to furnish and distribute the printed door-hangers to homes no more than thirty (30) days prior to commencement of work and no less than three (3) days in the affected areas.

- A template for furnishing "No Parking" signs will be provided to the Contractor by the Department. The Contractor shall make all necessary arrangements for furnishing and placing the "No Parking" signs, including posts, for affected homes no more than three (3) working days prior to commencement of work. "No Parking" Signs shall be placed a minimum of 36" off the ground and shall clearly be visible to the public. The Contractor shall install the sign posts using posts of their choosing so long as the "No Parking" Sign is securely mounted and does not result in warping of the sign. The Contractor shall notify the appropriate police department after signs are installed and prior to commencement of work. If the commencement of work date follows a holiday or weekend, the three (3) working day prior notification requirement shall be in addition to the weekend or holiday. The period of operations, as designated on the "No Parking" signs, shall not exceed fourteen (14) consecutive calendar days.

The Contractor shall visually inspect the construction site each day after the placement of "No Parking" signs to ensure they are still in place. Any damaged or missing signs shall be promptly replaced at the Contractors expense.

All "No Parking" signs shall be removed and disposed of by the Contractor upon completion of the work.

The cost of furnishing and distributing door-hangers, furnishing, installing, maintaining, and removing "No Parking" signs and posts shall be borne by the Contractor at no cost to the Department. Door Hangers and No Parking Signs shall be produced in color and laminated prior to distribution.

Template examples can be found on the following three (3) pages.

To obtain Slurry Seal "color" template copies for production visit the following link:
http://www.virginiadot.org/business/resources/const/PublicNotificationOfParkingRestrictions_SlurrySeal.pdf

COMING
SOON
TO YOUR
NEIGHBORHOOD
VDOT
Virginia Department
of Transportation

Door Hanger

Slurry Seal

Within the next 30 days, you will see construction crews and equipment preparing to treat and improve the roads in your neighborhood. This work will depend on the weather.

WHAT YOU NEED TO KNOW

Crews will be applying slurry seal, a mix of asphalt and stone that is spread over the road surface. This application is designed to extend the life of the pavement.

WHAT TO EXPECT

After the slurry seal has been applied, you may notice a small amount of stone remaining on the road. This is a normal and anticipated part of the project. Over the next 4 to 8 weeks, any excess stone should clear from the road surface from the movement of traffic, wind and weather conditions.

While resident will temporarily experience a different road texture, the product will cure to its final state several months after the work is concluded, and the difference will be far less evident.

If residents feel excess stone has not dissipated after 8 weeks, VDOT can assess whether additional roadway sweeping is necessary.

HOW TO PREPARE

When work begins, please avoid parking your vehicles on the street. Construction crews will place "No Parking" signs on the affected streets a minimum of 3 business days before work begins, notifying residents of the specific days parking will be prohibited. Please remove other obstructions from the road, such as basketball hoops or garbage cans.

RESOURCES

For more information about this process, please visit **http://www.virginiadot.org/slurryseal**.

To contact us, call VDOT's Customer Service Center at 1-800-FOR-ROAD (800-367-7623) or email **customerservice@VDOT.Virginia.Gov**.

Scan this QR code using a smartphone to view VDOT information on asphalt.

Door Hanger (Back)

NO PARKING
STREET PAVING
DATES: _____--- _____
FOR INFORMATION CALL: 1-800-FOR-ROAD
CARS TOWED

SQ105-000119-00

GUIDELINES — Slurry Seal (NoVA only) projects where on-street parking is permitted.

VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR
PUBLIC NOTIFICATION OF PARKING RESTRICTIONS
(Slurry Seal - Northern Virgina District)

May 5, 2017_

The Contractor shall be responsible for notifying the public of parking restrictions due to the resurfacing operations scheduled in this contract by distributing door-hangers and erecting "No Parking" signs throughout the subdivision streets affected as follows:

- A template for printing door-hangers will be provided to the Contractor by the Department. The Contractor shall make all necessary arrangements to furnish and distribute the printed door-hangers to homes no more than thirty (30) days prior to commencement of work and no less than three (3) days in the affected areas.

- A template for furnishing "No Parking" signs will be provided to the Contractor by the Department. The Contractor shall make all necessary arrangements for furnishing and placing the "No Parking" signs, including posts, for affected homes no more than three (3) working days prior to commencement of work. "No Parking" Signs shall be placed a minimum of 36" off the ground and shall clearly be visible to the public. The Contractor shall install the sign posts using posts of their choosing so long as the "No Parking" Sign is securely mounted and does not result in warping of the sign. The Contractor shall notify the appropriate police department after signs are installed and prior to commencement of work. If the commencement of work date follows a holiday or weekend, the three (3) working day prior notification requirement shall be in addition to the weekend or holiday. The period of operations, as designated on the "No Parking" signs, shall not exceed fourteen (14) consecutive calendar days.

The Contractor shall visually inspect the construction site each day after the placement of "No Parking" signs to ensure they are still in place. Any damaged or missing signs shall be promptly replaced at the Contractors expense.

All "No Parking" signs shall be removed and disposed of by the Contractor upon completion of the work.

The cost of furnishing and distributing door-hangers, furnishing, installing, maintaining, and removing "No Parking" signs and posts shall be borne by the Contractor at no cost to the Department. Door Hangers and No Parking Signs shall be produced in color and laminated prior to distribution.

Template examples can be found on the following three (3) pages.

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

COMING
SOON
TO YOUR
NEIGHBORHOOD
VDOT
Virginia Department
of Transportation

Door Hanger

Slurry Seal

Within the next 30 days, you will see construction crews and equipment preparing to treat and improve the roads in your neighborhood. This work will depend on the weather.

WHAT YOU NEED TO KNOW

Crews will be applying slurry seal, a mix of asphalt and stone that is spread over the road surface. This application is designed to extend the life of the pavement.

WHAT TO EXPECT

After the slurry seal has been applied, you may notice a small amount of stone remaining on the road. This is a normal and anticipated part of the project. Over the next 4 to 8 weeks, any excess stone should clear from the road surface from the movement of traffic, wind and weather conditions.

While resident will temporarily experience a different road texture, the product will cure to its final state several months after the work is concluded, and the difference will be far less evident.

If residents feel excess stone has not dissipated after 8 weeks, VDOT can assess whether additional roadway sweeping is necessary.

HOW TO PREPARE

When work begins, please avoid parking your vehicles on the street. Construction crews will place "No Parking" signs on the affected streets a minimum of 3 business days before work begins, notifying residents of the specific days parking will be prohibited. Please remove other obstructions from the road, such as basketball hoops or garbage cans.

RESOURCES

For more information about this process, please visit **http://www.virginiadot.org/slurryseal**.

To contact us, call VDOT's Customer Service Center at 1-800-FOR-ROAD (800-367-7623) or email **customerservice@VDOT.Virginia.Gov**.

Scan this QR code using a smartphone to view VDOT information on asphalt.

Door Hanger (Back)

NO
PARKING
ROAD WORK
Project #
DATES:

Time:

FOR INFORMATION CALL:
TOWING ENFORCED

NO
PARKING
ROAD WORK
Project # _____
DATES: _____ --- _____
Time: _____ --- _____
FOR INFORMATION CALL: _____
TOWING ENFORCED

NO
PARKING
ROAD WORK
Project #
DATES:

Time:

FOR INFORMATION CALL:
TOWING ENFORCED

SQ105-000120-00

GUIDELINES — Plant mix projects where on-street parking is permitted. {2007-SU105004A}

VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR
PUBLIC NOTIFICATION OF PARKING RESTRICTIONS

August 18, 2015; Reissued July 12, 2016_

The Contractor shall be responsible for notifying the public of parking restrictions due to the resurfacing operations scheduled in this contract by distributing door-hangers and erecting "No Parking" signs throughout the subdivision streets affected as follows:

- A template for printing door-hangers will be provided to the Contractor by the Department. The Contractor shall make all necessary arrangements to furnish and distribute the printed door-hangers to homes no more than thirty (30) days prior to commencement of work and no less than three (3) days in the affected areas.

- A template for furnishing "No Parking" signs will be provided to the Contractor by the Department. The Contractor shall make all necessary arrangements for furnishing and placing the "No Parking" signs, including posts, for affected homes no more than three (3) working days prior to commencement of work. "No Parking" Signs shall be placed a minimum of 36" off the ground and shall clearly be visible to the public. The Contractor shall install the sign posts using posts of their choosing so long as the "No Parking" Sign is securely mounted and does not result in warping of the sign. The Contractor shall notify the appropriate police department after signs are installed and prior to commencement of work. If the commencement of work date follows a holiday or weekend, the three (3) working day prior notification requirement shall be in addition to the weekend or holiday. The period of operations, as designated on the "No Parking" signs, shall not exceed fourteen (14) consecutive calendar days.

The Contractor shall visually inspect the construction site each day after the placement of "No Parking" signs to ensure they are still in place. Any damaged or missing signs shall be promptly replaced at the Contractors expense.

All "No Parking" signs shall be removed and disposed of by the Contractor upon completion of the work.

The cost of furnishing and distributing door-hangers, furnishing, installing, maintaining, and removing "No Parking" signs and posts shall be borne by the Contractor at no cost to the Department. Door Hangers and No Parking Signs shall be produced in color and laminated prior to distribution.

Template examples can be found on the following three (3) pages.

To obtain "color" template copies for production visit the following link: http://www.virginiadot.org/business/resources/const/PublicNotificationOfParkingRestrictionsTemplates.pdf

Door Hanger (Front)

Asphalt

Within the next 30 days, you will see construction crews and equipment preparing to treat and improve the roads in your neighborhood. This work is dependent on weather and may occur later than this timeframe due to contractor schedules.

WHAT YOU NEED TO KNOW

Crews will be paving your streets with asphalt. This application will improve the ride for motorists, and enhance the condition of your street.

WHAT TO EXPECT

Residents will see construction workers and equipment in your neighborhood.

Stay alert for temporary lane closures.

HOW TO PREPARE

When work begins, please avoid parking your vehicles on the street. Construction crews will place "No Parking" signs on the affected streets a minimum of 3 business days before work begins, notifying residents of the specific days parking will be prohibited. Please remove other obstructions from the road, such as basketball hoops or garbage cans.

RESOURCES

For more information about this process, please visit **www.virginiadot.org/asphalt**.

To contact us, call VDOT's Customer Service Center at 1-800-FOR-ROAD (800-367-7623) or email **customerservice@VDOT.Virginia.Gov**.

Scan this QR code using a smartphone to view VDOT information on asphalt.

Door Hanger (Back)

NO PARKING
STREET PAVING
DATES: _____--- _____
FOR INFORMATION CALL: 1-800-FOR-ROAD
CARS TOWED

SQ105-000129-00

GUIDELINES — Plant mix (NoVA only) projects where on-street parking is permitted. {2007-SU105004A}

VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR
PUBLIC NOTIFICATION OF PARKING RESTRICTIONS
(Plant Mix - Northern Virgina District)

May 5, 2017_

The Contractor shall be responsible for notifying the public of parking restrictions due to the resurfacing operations scheduled in this contract by distributing door-hangers and erecting "No Parking" signs throughout the subdivision streets affected as follows:

- A template for printing door-hangers will be provided to the Contractor by the Department. The Contractor shall make all necessary arrangements to furnish and distribute the printed door-hangers to homes no more than thirty (30) days prior to commencement of work and no less than three (3) days in the affected areas.

- A template for furnishing "No Parking" signs will be provided to the Contractor by the Department. The Contractor shall make all necessary arrangements for furnishing and placing the "No Parking" signs, including posts, for affected homes no more than three (3) working days prior to commencement of work. "No Parking" Signs shall be placed a minimum of 36" off the ground and shall clearly be visible to the public. The Contractor shall install the sign posts using posts of their choosing so long as the "No Parking" Sign is securely mounted and does not result in warping of the sign. The Contractor shall notify the appropriate police department after signs are installed and prior to commencement of work. If the commencement of work date follows a holiday or weekend, the three (3) working day prior notification requirement shall be in addition to the weekend or holiday. The period of operations, as designated on the "No Parking" signs, shall not exceed fourteen (14) consecutive calendar days.

The Contractor shall visually inspect the construction site each day after the placement of "No Parking" signs to ensure they are still in place. Any damaged or missing signs shall be promptly replaced at the Contractors expense.

All "No Parking" signs shall be removed and disposed of by the Contractor upon completion of the work.

The cost of furnishing and distributing door-hangers, furnishing, installing, maintaining, and removing "No Parking" signs and posts shall be borne by the Contractor at no cost to the Department. Door Hangers and No Parking Signs shall be produced in color and laminated prior to distribution.

Template examples can be found on the following three (3) pages.

To obtain "color" template copies for production visit the following link: http://www.virginiadot.org/business/resources/const/NOVAPlantMixTemplate.pdf

Door Hanger (Front)

Asphalt

Within the next 30 days, you will see construction crews and equipment preparing to treat and improve the roads in your neighborhood. This work is dependent on weather and may occur later than this timeframe due to contractor schedules.

WHAT YOU NEED TO KNOW

Crews will be paving your streets with asphalt. This application will improve the ride for motorists, and enhance the condition of your street.

WHAT TO EXPECT

Residents will see construction workers and equipment in your neighborhood.

Stay alert for temporary lane closures.

HOW TO PREPARE

When work begins, please avoid parking your vehicles on the street. Construction crews will place "No Parking" signs on the affected streets a minimum of 3 business days before work begins, notifying residents of the specific days parking will be prohibited. Please remove other obstructions from the road, such as basketball hoops or garbage cans.

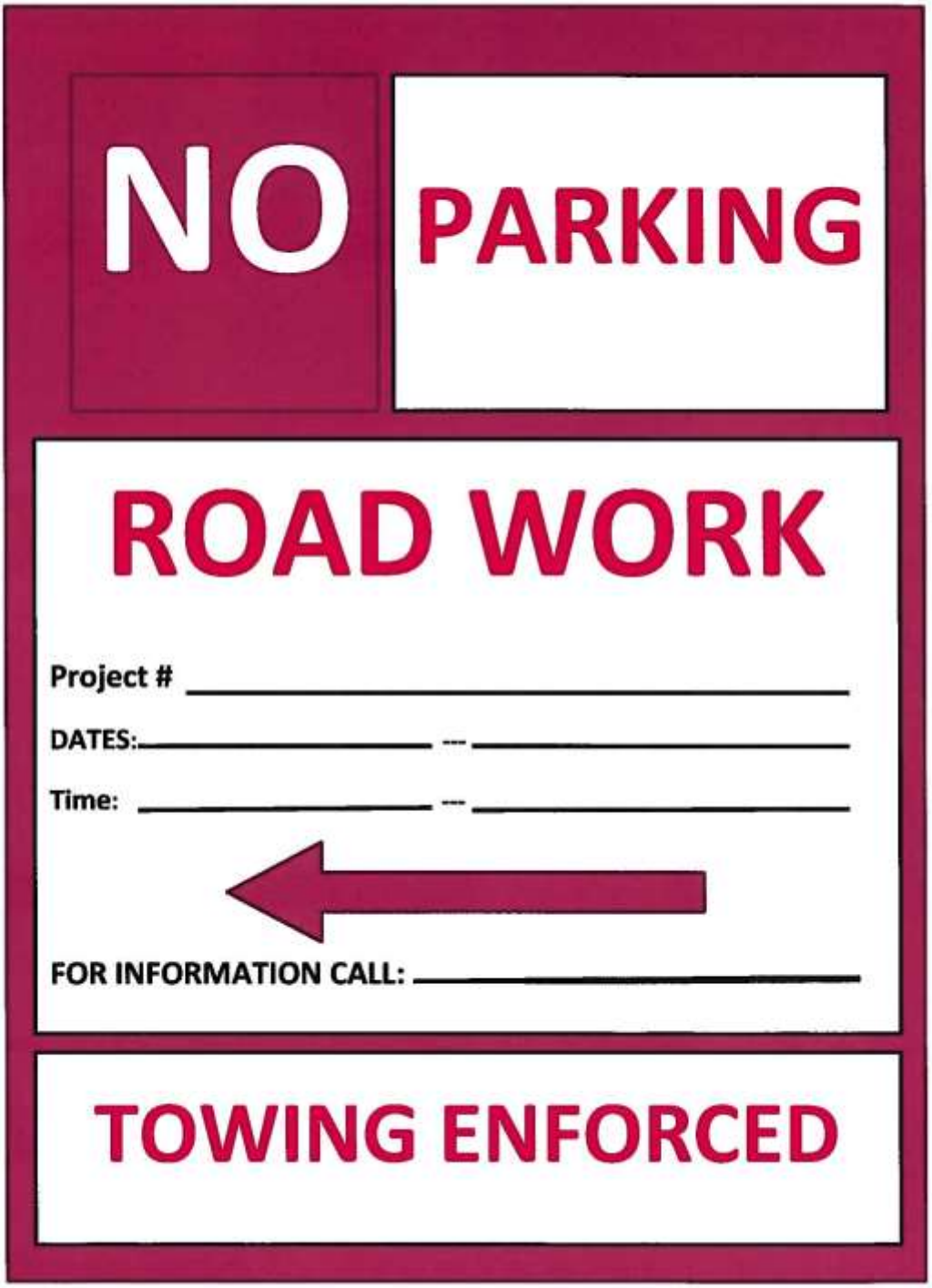
RESOURCES

For more information about this process, please visit **www.virginiadot.org/asphalt**.

To contact us, call VDOT's Customer Service Center at 1-800-FOR-ROAD (800-367-7623) or email **customerservice@VDOT.Virginia.Gov**.

Scan this QR code using a smartphone to view VDOT information on asphalt.

Door Hanger (Back)


NO
PARKING
ROAD WORK
Project #
DATES:

Time:

FOR INFORMATION CALL:
TOWING ENFORCED

NO
PARKING
ROAD WORK
Project # _____
DATES: _____ --- _____
Time: _____ --- _____
FOR INFORMATION CALL: _____
TOWING ENFORCED

NO
PARKING
ROAD WORK
Project #
DATES:

Time:

FOR INFORMATION CALL:
TOWING ENFORCED

SQ105-000130-00

GUIDELINES — Latex Modified projects where on-street parking is permitted.

VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR
PUBLIC NOTIFICATION OF PARKING RESTRICTIONS
(Latex Modified)

May 5, 2017_

The Contractor shall be responsible for notifying the public of parking restrictions due to the resurfacing operations scheduled in this contract by distributing door-hangers and erecting "No Parking" signs throughout the subdivision streets affected as follows:

- A template for printing door-hangers will be provided to the Contractor by the Department. The Contractor shall make all necessary arrangements to furnish and distribute the printed door-hangers to homes no more than thirty (30) days prior to commencement of work and no less than three (3) days in the affected areas.

- A template for furnishing "No Parking" signs will be provided to the Contractor by the Department. The Contractor shall make all necessary arrangements for furnishing and placing the "No Parking" signs, including posts, for affected homes no more than three (3) working days prior to commencement of work. "No Parking" Signs shall be placed a minimum of 36" off the ground and shall clearly be visible to the public. The Contractor shall install the sign posts using posts of their choosing so long as the "No Parking" Sign is securely mounted and does not result in warping of the sign. The Contractor shall notify the appropriate police department after signs are installed and prior to commencement of work. If the commencement of work date follows a holiday or weekend, the three (3) working day prior notification requirement shall be in addition to the weekend or holiday. The period of operations, as designated on the "No Parking" signs, shall not exceed fourteen (14) consecutive calendar days.

The Contractor shall visually inspect the construction site each day after the placement of "No Parking" signs to ensure they are still in place. Any damaged or missing signs shall be promptly replaced at the Contractors expense.

All "No Parking" signs shall be removed and disposed of by the Contractor upon completion of the work.

The cost of furnishing and distributing door-hangers, furnishing, installing, maintaining, and removing "No Parking" signs and posts shall be borne by the Contractor at no cost to the Department. Door Hangers and No Parking Signs shall be produced in color and laminated prior to distribution.

Template examples can be found on the following three (3) pages.

To obtain Latex (Microsurfacing) "color" template copies for production visit the following link:
http://www.virginiadot.org/business/resources/const/PublicNotificationOfParking_Restrictions_2.pdf

COMING
SOON
TO YOUR
NEIGHBORHOOD
VDOT
Virginia Department
of Transportation

Door Hanger

Microsurfacing

Within the next 30 days, you will see construction crews and equipment preparing to treat and improve the roads in your neighborhood. This work is dependent on weather and may occur later than this timeframe due to contractor schedules.

WHAT YOU NEED TO KNOW

Crews will be paving your streets with asphalt. This application will improve the ride for motorists, and enhance the condition of your street.

WHAT TO EXPECT

Residents will see construction workers and equipment in your neighborhood.

Stay alert for temporary lane closures.

HOW TO PREPARE

When work begins, please avoid parking your vehicles on the street. Construction crews will place "No Parking" signs on the affected streets a minimum of 3 business days before work begins, notifying residents of the specific days parking will be prohibited. Please remove other obstructions from the road, such as basketball hoops or garbage cans.

RESOURCES

For more information about this process, please visit **www.virginiadot.org/microsurfacing**.

To contact us, call VDOT's Customer Service Center at 1-800-FOR-ROAD (800-367-7623) or email **customerservice@VDOT.Virginia.Gov**.

Scan this QR code using a smartphone to view VDOT information on asphalt.

Door Hanger (Back)

NO PARKING
STREET PAVING
DATES: _____--- _____
FOR INFORMATION CALL: 1-800-FOR-ROAD
CARS TOWED

SQ105-000139-00

GUIDELINES — Latex Modified (NoVa only) projects where on-street parking is permitted.

VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR
PUBLIC NOTIFICATION OF PARKING RESTRICTIONS
(Latex Modified - Northern Virginia District)

May 5, 2017_

The Contractor shall be responsible for notifying the public of parking restrictions due to the resurfacing operations scheduled in this contract by distributing door-hangers and erecting "No Parking" signs throughout the subdivision streets affected as follows:

- A template for printing door-hangers will be provided to the Contractor by the Department. The Contractor shall make all necessary arrangements to furnish and distribute the printed door-hangers to homes no more than thirty (30) days prior to commencement of work and no less than three (3) days in the affected areas.

- A template for furnishing "No Parking" signs will be provided to the Contractor by the Department. The Contractor shall make all necessary arrangements for furnishing and placing the "No Parking" signs, including posts, for affected homes no more than three (3) working days prior to commencement of work. "No Parking" Signs shall be placed a minimum of 36" off the ground and shall clearly be visible to the public. The Contractor shall install the sign posts using posts of their choosing so long as the "No Parking" Sign is securely mounted and does not result in warping of the sign. The Contractor shall notify the appropriate police department after signs are installed and prior to commencement of work. If the commencement of work date follows a holiday or weekend, the three (3) working day prior notification requirement shall be in addition to the weekend or holiday. The period of operations, as designated on the "No Parking" signs, shall not exceed fourteen (14) consecutive calendar days.

The Contractor shall visually inspect the construction site each day after the placement of "No Parking" signs to ensure they are still in place. Any damaged or missing signs shall be promptly replaced at the Contractors expense.

All "No Parking" signs shall be removed and disposed of by the Contractor upon completion of the work.

The cost of furnishing and distributing door-hangers, furnishing, installing, maintaining, and removing "No Parking" signs and posts shall be borne by the Contractor at no cost to the Department. Door Hangers and No Parking Signs shall be produced in color and laminated prior to distribution.

Template examples can be found on the following three (3) pages.

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

COMING
SOON
TO YOUR
NEIGHBORHOOD
VDOT
Virginia Department
of Transportation

Door Hanger

Microsurfacing

Within the next 30 days, you will see construction crews and equipment preparing to treat and improve the roads in your neighborhood. This work is dependent on weather and may occur later than this timeframe due to contractor schedules.

WHAT YOU NEED TO KNOW

Crews will be paving your streets with asphalt. This application will improve the ride for motorists, and enhance the condition of your street.

WHAT TO EXPECT

Residents will see construction workers and equipment in your neighborhood.

Stay alert for temporary lane closures.

HOW TO PREPARE

When work begins, please avoid parking your vehicles on the street. Construction crews will place "No Parking" signs on the affected streets a minimum of 3 business days before work begins, notifying residents of the specific days parking will be prohibited. Please remove other obstructions from the road, such as basketball hoops or garbage cans.

RESOURCES

For more information about this process, please visit **www.virginiadot.org/microsurfacing**.

To contact us, call VDOT's Customer Service Center at 1-800-FOR-ROAD (800-367-7623) or email **customerservice@VDOT.Virginia.Gov**.

Scan this QR code using a smartphone to view VDOT information on asphalt.

Door Hanger (Back)

NO
PARKING
ROAD WORK
Project #
DATES:

Time:

FOR INFORMATION CALL:
TOWING ENFORCED

NO
PARKING
ROAD WORK
Project # _____
DATES: _____ --- _____
Time: _____ --- _____
FOR INFORMATION CALL: _____
TOWING ENFORCED

NO
PARKING
ROAD WORK
Project #
DATES:

Time:

FOR INFORMATION CALL:
TOWING ENFORCED

SQ105-000310-00 [formerly SQ105-030100-00]

GUIDELINES — Asphalt Schedules only (ST-SL-PM). {2007-SU100008B}

VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR
SECTION 105.03—AUTHORITIES OF PROJECT PERSONNEL, COMMUNICATION AND DECISION MAKING
(Asphalt Schedules Only)

October 7, 2016

SECTION 105.03—Authorities of Project Personnel, Communication and Decision Making of the Specifications is amended to replace **TABLE I-2A PROCESS GUIDELINES FOR REQUESTS GENERATED BY THE CONTRACTOR** with the following:

PROCESS GUIDELINES FOR REQUESTS GENERATED BY THE CONTRACTOR

Process	Situation	Normal resolution process		Escalated process		Process if no resolution
		By	Within (calendar days)	By	Within	
Submittal	Contractor requests the Department's review, acceptance or approval of shop drawings, materials data, test reports, project progress schedules, or other submittals required by Specifications or other Contract Documents.	Department's Designated Project Manager	• Acknowledge: 3 days[1] • Accept or Return: 14 days • Final Determination\Approve: 30 days or as outlined in Contract.	DA or their designee*	7 days	Submit RDA or CCR
Confirmation of Verbal Instruction (COVI)	Routine field issues, within the framework of the Contract, Contractor resolves through negotiation with the Department's field personnel.	Department's Appropriate field personnel	• Confirmation: 1 day [1]	DA or their designee	1 day[1]	Submit Request for RDA
Request for Information (RFI)	Contractor needs the Department to supply information to provide better understanding of or to clarify a certain aspect of the work.	Department's Designated Project Manager	• Action: 1 day [1] (or appropriate Action Plan)	DA or their designee*	2 days[1]	Submit RDA or CCR
Request for Dept. Action (RDA)	Contractor needs the Department to take certain action Contractor feels is required for proper completion of a portion of the Work or the project.	Department's Designated Project Manager	• Acknowledge: 1 day [1] • Action: 2 days[1] (or appropriate Action Plan)	DA or their designee*	2 days[1]	Submit CCR
Contract Change Request (CCR)	Contractor needs the Department to make an adjustment to the Contract because of excusable and/or compensable events, instructions that have or have not been given or other work that will require time and/or cost beyond that specified or envisioned within the original Contract.	Departmnt's Designated Project Manager	• Acknowledge: 3 days [1] • Action: 30 days (45 days if federal oversight project)	DA or their designee*	7 days	Claims process

[1]Process initiated on the last business day of a week shall be acknowledged before 5 pm on the next VDOT business day.

SQ105-000610-01 [formerly SQ105-060100-01]

GUIDELINES – All state funded projects.{2007-SU105000C}

VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR
SECTION 105.06–SUBCONTRACTING
(STATE FUNDED PROJECTS)

February 9, 2017

SECTION 105.06–Subcontracting of the Specifications is amended to include the following:

(d) 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 vendor payments quarterly to the District Civil RightsOffice.

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 according to 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 according to the special provision for Section 107.15 Use of Small, Women-Owned, And Minority-Owned Businesses (SWaMS).

SQ105-000611-01 [formerly SQ105-060110-01]

GUIDELINES — All federally funded projects. {2007-SU105001B}

VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR
SECTION 105.06—SUBCONTRACTING
(FEDERAL FUNDED PROJECTS)

February 9, 2017

SECTION 105.06—Subcontracting of the Specifications is amended to include the following:

(d) 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 DBE, SWaM, and Non SWaM vendor payments quarterly to the District Civil Rights Office. The Contractor shall provide the information in a format consistent with Form C-63, Vendor Payment Compliance 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).

If the Contractor fails to provide the required information, the Department may delay final payment according to Specification Section 109.10 of the Specifications.

SQ107-001510-00 [formerly SQ107-150100-00]

GUIDELINES — All state funded projects only. {2007-SU107000A} {VDOT Web}

VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR
SECTION 107.15
USE OF SMALL, WOMEN-OWNED, and MINORITY-OWNED (SWaM) BUSINESSES

July 6, 2015; Reissued July 12, 2016

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

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.

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 SBSD web site (http://www.sbsd.virginia.gov) under the **SWaM Vendor Directory** link.

SWaM certification entitles firms to participate in https://www.sba.gov/; 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.

SQ108-000210-00

GUIDELINES — For all NoVa Asphalt Schedule Work projects.

VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR
SECTION 108.02—LIMITATION OF OPERATIONS

October 7, 2016

SECTION 108.02—LIMITATIONS OF OPERATIONS of the Specifications is amended to include the following:

All work areas (and the limits thereof) and lane closures shall be in accordance with the ***Virginia Work Area Protection Manual*** and shall be approved by the Engineer.

Traffic control devices shall be kept clean, legible, and in proper working order at all times. The Contractor shall provide a person whose responsibility shall be to inspect and maintain signs, barricades, other channelizing devices, and lights while traffic is restricted due to the Contractor's operations.

The Contractor shall not conduct operations requiring lane closures when the weather causes unsafe conditions for the traveling public as determined by the Engineer.

The Contractor shall submit lane and shoulder closure requests to the Engineer for approval seven (7) days in advance, stating the location, purpose, date, time, and duration of the closure. Confirmation shall be made twenty-four (24) hours before any scheduled lane closure and shall include a written reiteration of the proposed tasks and a list of materials, labor, and equipment to be used.

Complete road closures (for maximum of 20 minutes) require a seventy-two (72) hour advance confirmation for coordination. The Contractor shall provide adequate advance notification via variable message and required static signing for lane closures in accordance with the latest version of the *Virginia Work Area Protection Manual*. Once a closure is in place, work shall commence immediately and shall progress on a continuous basis to completion or to a designated time.

All closures in the Express Lanes on either I-95 or I-495 shall be coordinated with the Express Lanes Operations Center at least five business days in advance using their Authorization to Work form (available from the Express Lanes Operations Center at (571) 419-6046.) Complete road closures on 95 Express Lanes and 495 Express Lanes shall not exceed 30 minutes.

No lane closure signing or other traffic disruptive work may be initiated outside the times specified. All signs, equipment, and materials shall be removed before the ending closure time indicated. No lane closures will be permitted outside the times detailed herein without the written authorization from the Engineer.

Extension of a lane closure time is not acceptable. Any changes to the allowable time periods above will require approval in accordance with the Contractor Proposed Alternative Traffic Control Plans special provision copied note. If the Contractor does not restore traffic lanes within the allowable time limits, the Contractor will not be allowed further lane closures until the reasons for the failure are evaluated and the Contractor can provide assurance that the causes have been corrected.

Restoration of traffic is defined as opening all travel lanes to traffic including the completion of all construction work, removing or relocating all work zone traffic control devices and signs to their approved site as determined by the VDOT Engineer, and removing all workers, materials and equipment from the roadway.

Failure to restore all lanes of traffic by the time limits defined herein will be handled as follows:

The Contractor will not be allowed further lane closures until the reasons for the previous failure are evaluated.

A formal submission as to the reasons for the failure to restore traffic lanes within the contract lane closure restrictions and the proposed corrective measures is to be provided to the VDOT Project Manager within two (2) days of the occurrence. A meeting with the District Construction Engineer or designee shall be required prior to the next scheduled lane closure at which the Contractor must be able to provide assurances to the Engineer that adjustments have been made to eliminate the operational causes of failure to restore all lanes of traffic within the time limits herein. No modifications to the Contract Time(s) will be granted or considered for these days.

When applicable, disincentives will be assessed on this project, or sections thereof, designated as subject to disincentives.

The Engineer may change any or all of the work hours stated below when such changes are in the best interest of the traveling public. The Engineer may monitor traffic conditions impacted by the work and make additional restrictions as necessary; i.e., terminate a lane closure early when excessive traffic backups occur or emergency situations dictate. Additional restrictions for other holidays or special local events may be necessary. In these situations, the Engineer will endeavor to inform the Contractor at the earliest opportunity and in no case less than 48 hours before the event.

Night Work

In areas where work will be performed during the hours of dusk or darkness, the Contractor shall furnish, place, and maintain lighting facilities capable of providing a minimum of 50 foot-candles of light for an area of approximately 15 feet by 15 feet with minimum of 5 foot-candles in the corners. The lights shall be arranged so as not to interfere with or impede traffic approaching the work sites from either direction or produce undue glare to property owners.

Lighting of work sites may be accomplished by using of any combination of portable floodlights or standard equipment lights, etc. that will provide the sufficient illumination for prosecution and inspection of the work, including, but not limited to, laying out and installing pavement markings and traffic loops. Unsupplemented lighting integral to or attached to working mobile equipment such as rollers, pavers, etc. will not be considered sufficient to meet the requirements of this specification.

The cost of providing lighting of the work site will be considered incidental and shall be included in the contract item unit prices of other work.

The Contractor shall provide sufficient fuel, spare lamps, generator, etc. to maintain the lighting of the work site. The Contractor shall use padding and shielding or locate mechanical and electrical equipment to minimize noise generated by lighting operations as directed by the Engineer. Noise generated by portable generators shall comply with all applicable Federal, State and Local environmental regulations.

The Contractor shall have a superintendent present during nighttime operations who will control all operations involved. The superintendent shall maintain contact with the Engineer and shall ensure that all actions required to correct any noted problems are taken promptly.

All private vehicles shall be parked outside the clear zone.

The Contractor shall review traffic control devices to ensure proper installation and working order, including monitoring of lights. The individual responsible for this review shall be qualified in accordance with Section 105.14 (a) of the Specifications.

Sound levels resulting from the Contractor's operations shall conform to Section 107.16; (b), 3. of the Specifications The Contractor shall obtain all noise permits from the locality where the work is being performed as applicable.

Construction in Residential Subdivisions

Road work within residential subdivisions and/or cul-de-sac streets shall not be performed at night unless circumstances require night work and the Contractor obtains advance approval from the Engineer and conducts outreach to the residents that may be impacted to avoid noise issues.

Section 108.02 (b) **Holidays** of the Specifications is amended to include the following:

- **Martin Luther King Jr. Day and Lee Jackson Day**: As indicated below*.
- **President's Day**: As indicated below*.
- **Inauguration Day**: From Noon on the preceding day until Noon on the following day, except as indicated below*.
- **Easter**: As indicated below*.
- **September 11th**: From Noon on the preceding day until Noon on the following day, except as indicated below*.
- **Columbus Day**: As indicated below*.
- **Veteran's 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.

*Note:

For low volume roadways (minor arterial), no lane closure is allowed during the holidays, but no restriction to the preceding day and the following day.

If an approved shoulder closure is required to protect from traffic hazards, no time restrictions will apply, but the Contractor shall continuously prosecute the work and remove the shoulder closure as soon as the hazard is addressed.

INTERSTATE 395 & INTERSTATE 95					
WEEKDAY		Northbound			
		Single-Lane Closures or Shoulder	Two-Lane Closures	Multiple-Lane Closures	Complete Road Closure
Segment 1	14th St. Bridge to Springfield Interchange	10:00AM to 3:00PM 9:00PM to 5:00AM	10:00PM to 5:00AM	11:00PM to 5:00AM	12:00AM to 4:00AM
Segment 2	Springfield Interchange to Rt.123	9:30AM to 3:30PM 9:00PM to 5:00AM	10:00PM to 5:00AM	11:00PM to 5:00AM	12:00AM to 4:00AM
Segment 3	Rt.123 to Prince William / Stafford County line	9:30AM to 3:30PM 9:00PM to 5:00AM	10:00PM to 4:30AM	11:00PM to 4:00AM	12:00AM to 4:00AM
Segment 4	Prince William / Stafford County line to Rt.3 Exit 130	9:30AM to 3:30PM 9:00PM to 4:30AM	10:00PM to 4:30AM	n/a	12:00AM to 4:00AM
Segment 5	Rt.3 Exit 130 to Caroline / Hanover County line	9:00AM to 3:30PM 9:00PM to 5:30AM	10:00PM to 4:30AM	n/a	12:00AM to 4:00AM
All lanes open at 12:00 noon on Friday					

INTERSTATE 395 & INTERSTATE 95					
WEEKDAY		Southbound			
		Single-Lane Closures or Shoulder	Two-Lane Closures	Multiple-Lane Closures	Complete Road Closure
Segment 1	14th St. Bridge to Springfield Interchange	10:00AM to 2:30PM 9:30PM to 5:00AM	10:00PM to 5:00AM	11:00PM to 5:00AM	12:00AM to 4:00AM
Segment 2	Springfield Interchange to Rt.123	9:00AM to 2:00PM 9:30PM to 5:00AM	10:00PM to 5:00AM	11:00PM to 5:00AM	12:00AM to 4:00AM
Segment 3	Rt.123 to Prince William / Stafford County line	9:00AM to 2:00PM 9:30PM to 6:00AM	10:00PM to 5:00AM	11:00PM to 5:00AM	12:00AM to 4:00AM
Segment 4	Prince William / Stafford County line to Rt.3 Exit 130	9:00AM to 2:00PM 9:30PM to 6:00AM	10:00PM to 5:30AM	n/a	12:00AM to 4:00AM
Segment 5	Rt.3 Exit 130 to Caroline / Hanover County line	9:00AM to 3:00PM 9:30PM to 6:00AM	10:00PM to 5:30AM	n/a	12:00AM to 4:00AM
All lanes open at 11:00am on Friday					

INTERSTATE 395 & INTERSTATE 95			
WEEKEND	Northbound/Southbound*		
	Single-Lane Closures or Shoulder	Multiple-Lane Closures	Complete Road Closure
Friday to Saturday	10:00PM to 7:00AM	11:00PM to 6:00AM	12:00AM to 5:00AM
Saturday to Sunday	10:00PM to 7:00AM	11:00PM to 6:00AM	12:00AM to 5:00AM
Sunday to Monday	10:00PM to 5:00AM	11:00PM to 4:00AM	12:00AM to 4:00AM
* For special operations, depending on time of year, additional hours may be allowed with proper ADA/ROD approval.			

	REVERSIBLE LANES (HOV & EXPRESS LANES)*	
	Single-Lane Closures or Shoulder	Complete Road Closure**
WEEKDAY	9:30PM (Sunday to Thursday) to 4:00AM (Monday to Friday)	11:00PM to 4:00AM
WEEKEND	11:00PM (Friday to Saturday) to 9:00AM (Saturday to Sunday)	11:00PM to 4:00AM
*.Direction of traffic control for all lane closures in reversible lanes will need to be adjusted as necessary to face direction of traffic. ** Complete Road Closure on Express Lanes limited to 30 minutes or less.		

INTERSTATE 495 (BELTWAY)					
WEEKDAY		Inner Loop			
		Single-Lane Closures or Shoulder	Two-Lane Closures	Multiple-Lane Closures	Complete Road Closure
Segment 1	A. L. Bridge to Springfield Interchange	10:00AM to 3:00PM 9:30PM to 5:00AM	10:00PM to 5:00AM	11:00PM to 5:00AM	12:00AM to 5:00AM
Segment 2	Springfield Interchange to W.W. Bridge	10:00AM to 3:00PM 9:30PM to 5:00AM	10:00PM to 5:00AM	11:00PM to 5:00AM	12:00AM to 5:00AM
All lanes open at 12:00 noon on Friday					
WEEKDAY		Outer Loop			
		Single-Lane Closures or Shoulder	Two-Lane Closures	Multiple-Lane Closures	Complete Road Closure
Segment 1	A. L. Bridge to Springfield Interchange	9:30AM to 2:30PM 9:30PM to 5:00AM	10:00PM to 5:00AM	11:00PM to 5:00AM	12:00AM to 5:00AM
Segment 2	Springfield Interchange to W.W. Bridge	10:00AM to 3:00PM 9:30PM to 5:00AM	10:00PM to 5:00AM	11:00PM to 5:00AM	12:00AM to 5:00AM
All lanes open at 12:00 noon on Friday					
WEEKEND		Inner/Outer Loop			
		Single-Lane Closures or Shoulder	Multiple-Lane Closures		Complete Road Closure
Friday to Saturday		10:00PM to 8:00AM	11:00PM to 7:00AM		12:00AM to 5:00AM
Saturday to Sunday		10:00PM to 9:00AM	11:00PM to 8:00AM		12:00AM to 5:00AM
Sunday to Monday		9:30PM to 5:00AM	11:00PM to 5:00AM		12:00AM to 5:00AM

INTERSTATE 495 (BELTWAY)		
	EXPRESS LANES	
	Single-Lane Closures or Shoulder	Complete Road Closure**
WEEKDAY	9:30PM (Sunday to Thursday) to 4:00AM (Monday to Friday)	11:00PM to 4:00AM
WEEKEND	11:00PM (Friday to Saturday) to 9:00AM (Saturday to Sunday)	11:00PM to 4:00AM
** Complete Road Closure on Express Lanes limited to 30 minutes or less.		

INTERSTATE 66					
WEEKDAY		Eastbound			
		Single-Lane Closures or Shoulder	Two-Lane Closures	Multiple-Lane Closures	Complete Road Closure
Segment 1	Prince William County line to Route 286	10:00AM to 3:30PM 8:00PM to 5:00AM	9:00PM to 5:00AM	10:00PM to 5:00AM	12:00AM to 4:00AM
Segment 2	Route 286 to Beltway	11:00AM to 3:30PM 9:00PM to 5:00AM	10:00PM to 5:00AM**	11:00PM to 5:00AM**	12:00AM to 4:00AM
Segment 3	Beltway to TR Bridge (Inside Beltway)	9:30PM to 5:00AM	n/a	n/a	12:00AM to 4:00AM
All lanes open at 12:00 noon on Friday					
WEEKDAY		Westbound			
		Single-Lane Closures or Shoulder	Two-Lane Closures	Multiple-Lane Closures	Complete Road Closure
Segment 1	Prince William County line to Route 286	9:00AM to 2:30PM 9:00PM to 6:00AM	9:30PM to 6:00AM	10:30PM to 5:00AM	12:00AM to 4:00AM
Segment 2	Route 286 to Beltway	9:00AM to 2:00PM* 9:30PM to 5:00AM	10:00PM to 5:00AM**	11:00PM to 5:00AM**	12:00AM to 4:00AM
Segment 3	Beltway to TR Bridge (Inside Beltway)	9:30AM to 2:00PM* 10:00PM to 5:00AM	10:00PM to 5:00AM**	n/a	12:00AM to 4:00AM
All lanes open at 12:00 noon on Friday					

*** Only be considered for three lane segment.**
** Consider opening shoulder lane, where Applicable.

INTERSTATE 66			
WEEKEND	**Eastbound/Westbound**		
Outside Beltway	**Single-Lane Closures or Shoulder**	**Multiple-Lane Closures**	**Complete Road Closure**
Friday to Saturday	9:00PM to 9:00AM	10:00PM to 6:00AM	12:00AM to 5:00AM
Saturday to Sunday	9:00PM to 9:00AM	10:00PM to 6:00AM	12:00AM to 5:00AM
Sunday to Monday	8:00PM to 5:00AM	9:00PM to 5:00AM	12:00AM to 4:00AM
Inside Beltway	**Single-Lane Closures or Shoulder**	**Multiple-Lane Closures**	**Complete Road Closure**
Friday to Saturday	10:00PM to 6:00AM	n/a	12:00AM to 5:00AM
Saturday to Sunday	10:00PM to 6:00AM	n/a	12:00AM to 5:00AM
Sunday to Monday	9:30PM to 5:00AM	n/a	12:00AM to 4:00AM

ROUTE 267 CONNECTOR				
WEEKDAY	**Eastbound**		**Westbound**	
	Single-Lane Closures or Shoulder	**Complete Road Closure**	**Single-Lane Closures or Shoulder**	**Complete Road Closure**
Monday to Friday	11:00AM to 3:00PM	12:00AM to 4:00AM	9:30AM to 3:00PM	12:00AM to 4:00AM
	9:30PM to 5:00AM		9:00PM to 5:00AM	
All lanes open at 12:00 noon on Friday				

WEEKEND	**Eastbound/Westbound**	
	Single-Lane Closures or Shoulder	**Complete Road Closure**
Friday to Saturday	10:00PM to 8:00AM	12:00AM to 5:00AM
Saturday to Sunday	11:00PM to 8:00AM	12:00AM to 5:00AM
Sunday to Monday	9:00PM to 5:00AM	12:00AM to 4:00AM

Single-Lane Closures* or Shoulder					
ARTERIAL	WEEKDAY		WEEKEND		
	Monday to Thursday	Friday	Friday to Saturday	Saturday to Sunday	Sunday to Monday
Major Arterials**	9:30AM to 3:00PM 10:00PM to 5:00AM	9:30AM to 2:00 PM	10:00PM to 9:00AM	10:00PM to 8:00AM	10:00PM to 5:00AM
All Other Roadways	9:00AM to 3:30PM 9:00PM to 5:00AM	9:00AM to 2:00 PM	10:00PM to 9:00AM	9:00PM to 9:00AM	10:00PM to 5:00AM

Multiple-Lane Closures					
ARTERIAL	WEEKDAY		WEEKEND		
	Monday to Thursday	Friday	Friday to Saturday	Saturday to Sunday	Sunday to Monday
Major Arterials**	10:00PM to 5:00AM	Not before 11:00PM	11:00PM to 5:00AM	11:00PM to 6:00AM	11:00PM to 5:00AM
All Other Roadways	9:00PM to 5:00AM	Not before 10:00PM	10:00PM to 6:00AM	10:00PM to 6:00AM	10:00PM to 5:00AM

*Single-lane closures only permitted for multiple-lane roadways.
**Major Arterials defined as Primary Roads, high volume Secondary Roads, and all other routes that connect directly to Interstates.

Included in the 2019 Supplement to the 2016 Specifications page 3

SS101-002016-01 April 21, 2017

VIRGINIA DEPARTMENT OF TRANSPORTATION
2016 ROAD AND BRIDGE SUPPLEMENTAL SPECIFICATIONS
SECTION 101—DEFINITIONS OF ABBREVIATIONS, ACRONYMS, AND TERMS

SECTION 101—DEFINITIONS OF ABBREVIATIONS, ACRONYMS, AND TERMS of the Specifications is amended as follows:

Section 101.01—Abbreviations and Acronyms is amended to include the following:

IEEE Institute of Electrical and Electronics Engineers
ISO International Organization for Standardization
OSHA Occupational Safety and Hazard Administration

Section 101.02—Terms is amended by replacing the below terms in bold type with the definitions which follow them:

Tidewater, Virginia. As defined in the Code of Virginia, § 62.1-44.15:68.

Section 101.02—Terms is amended by inserting the below terms and definitions:

Internet. The electronic communications network that connects computer networks and organizational computer facilities around the world.

Included in the 2019 Supplement to the 2016 Specifications page 3

SS102-002016-01 July 12, 2016

VIRGINIA DEPARTMENT OF TRANSPORTATION
2016 ROAD AND BRIDGE SUPPLEMENTAL SPECIFICATIONS
SECTION 102—BIDDING REQUIREMENTS AND CONDITIONS

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

Section 102.07—Proposal Guaranty (Bid Bond) is amended by replacing the first paragraph with the following:

A bid in excess of $250,000.00 will be rejected unless accompanied by a proposal guaranty, also known as a bid bond, made payable to the Commonwealth of Virginia, and executed on the Department's form (Form C-24), or on a form that contains the exact same wording as the Department's form. The amount of the proposal guaranty shall be 5 percent of the total bid. However, if the Bidder is eligible for the VirginiaWorks Self-Insured Payment & Performance Bond Program and his Bid is greater than $250,000 but less than $350,000, no proposal guaranty is required, but the Bidder is still subject to Section 103.07 of the Specifications.

GUIDELINES — All projects

SS105-002016-04 August 13, 2019

VIRGINIA DEPARTMENT OF TRANSPORTATION
2016 ROAD AND BRIDGE SUPPLEMENTAL SPECIFICATIONS
SECTION 105 – CONTROL OF WORK

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

Section 105.10(b) – Plans is replaced with the following:

Plans will be furnished to the Contractor electronically without charge.

Plan revisions issued while the project is under construction will be furnished to the Contractor electronically.

The Contractor shall keep one complete set of plans, standard drawings, Contract assemblies, and Specifications available on the project at all times. For maintenance projects, certain sign projects, and other projects having no field office or on which the Contractor has no office, the Contractor shall keep one complete set of plans, Contract assemblies, and Specifications with him while prosecuting the Work. In the event items of Work are required as per the Standard Drawings, the Contractor shall also keep the appropriate Standard Drawings on the project during the performance of that work.

Plans consisting of general drawings and showing such details as are necessary to give a comprehensive understanding of the work specified will be furnished by the Department. Except as otherwise shown on the plans, dimensions shown on the Plans are measured in the respective horizontal or vertical planes. Dimensions that are affected by gradients or vertical curvatures shall be adjusted as necessary by the Contractor to accommodate actual field conditions and shall be specifically denoted as "field adjusted" on the Working Drawings. Failure on the part of the Contractor to so denote field adjustments on the Working Drawings shall not relieve the Contractor of the responsibility to accommodate and incorporate such existing conditions into the finished work.

Section 105.12 – Coordination of Plans, Standard Drawings, Specifications, Supplemental Specifications, Special Provisions, and Special Provision Copied Notes of the Specifications is replaced with the following:

The plans, Standard Drawings, Specifications, Supplemental Specifications, Special Provisions, Special Provision Copied Notes, and other Contract Documents defined in Section 103.06 are parts of the Contract. A requirement occurring in one Contract Document shall be as binding as though occurring in all. The Contract Documents are intended to be complementary, and to include, describe and provide all items necessary for the Contractor's proper and complete performance of the Work.

In case of a discrepancy, the following order of priority will apply, with the highest governing item appearing first and the least governing item appearing last:

(a) Special Provision Copied Notes. The Contract items, units and unit prices listed in the Contract's Schedule of Items have the same status as Special Provision Copied Notes.

(b) Special provisions.

(c) Plans.

(d) Supplemental Specifications. Those present in the physical, executed Contract will govern over those published in the annual supplemental volume.

(e) Specifications.

(f) Standard Drawings (including all revisions issued through the date of Advertisement).

Calculated dimensions, unless obviously incorrect, will govern over scaled dimensions.

Drawings (with the exception of Standard Drawings), sketches, general notes, and other written information that are not included in Special Provisions or Special Provision Copied Notes used in No Plan and Minimum Plan Concept projects will have the same status as plans.

The Contractor shall not take advantage of any obvious or apparent ambiguity, conflict, error or omission in the plans or the Contract. If after beginning work the Contractor discovers an ambiguity, conflict, error, or omission in the Contract, he shall immediately notify the Engineer and before proceeding further with the affected work. The Engineer will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Contract.

Section 105.14(a)3 **Flagging Traffic** is replaced with the following:

Flagging Traffic: Flaggers shall be able to communicate to the traveling public in English while performing the job duty as a flagger at the flagger station.

Certification for flaggers will be awarded upon a candidate's satisfactory completion of an examination. Proof of certification shall be carried by flaggers while performing flagging duties. Flaggers found not to be in possession of their certification card shall be removed from the flagging site and operations requiring flagging will be suspended by the Engineer until a certified flagger is on-site to perform flagging duties in accordance with the requirements herein. Flaggers performing duties improperly will have their certifications revoked.

Section 105.17 Inspection of Work is amended by replacing the third paragraph with the following:

If the Engineer requests it, the Contractor shall remove or uncover such portions of the finished work as may be directed at any time before final acceptance. The Contractor shall restore such portions of the finished work to comply with the appropriate contract specification requirements. If the work exposed does not contain a defect, the uncovering or removing and replacing the covering or making good the parts removed will be paid for as extra work in accordance with Section 104.02 of the Specifications. If the uncovered work contains a defect, the cost of uncovering or removing and replacing the covering or making good the parts removed shall be borne by the Contractor whether or not the Engineer directs the Contractor to mitigate the defective work. Acceptance of substandard work does not negate the presence of the defect. For the purposes of this section, a defect shall mean any part of the Work that does not conform to the Contract.

Section 105.19(a) **Notice of Intent to File a Claim** is amended by replacing the second paragraph with the following:

In addition, at the time of each and every occurrence that the Contractor believes to be the basis of a claim or prior to beginning the work upon which a claim and any subsequent action will be

based, the Contractor shall furnish the Engineer an itemized list of materials, equipment, and labor for which additional compensation will be claimed. Only actual cost for materials, labor and equipment will be considered. The Contractor shall afford the Engineer every facility for keeping an actual cost record of the work. The Contractor and the Engineer shall compare records and bring them into agreement at the end of each day. Failure on the part of the Contractor to afford the Engineer proper facilities for keeping a record of actual costs will constitute a waiver of a claim for such extra compensation except to the extent that it is substantiated by the Department's records. The filing of such notice of intent by the Contractor and the keeping of cost records by the Engineer shall in no way establish the validity of a claim.

GUIDELINES — For projects requiring steel price adjustments. {2007-S109D02}

SS106-002016-02 July 6, 2018

VIRGINIA DEPARTMENT OF TRANSPORTATION
2016 ROAD AND BRIDGE SUPPLEMENTAL SPECIFICATIONS
SECTION 106 – CONTROL OF MATERIAL

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

Section 106.03 – Local Material Sources (Pits and Quarries) is replaced with the following:

The requirements set forth herein apply exclusively to non-commercial pits and quarries from which materials are obtained for use on contracts awarded by the Department.

Local material sources shall be concealed from view from the completed roadway and any existing public roadway. Concealment shall be accomplished by selectively locating the pit or quarry and spoil pile, providing environmentally compatible screening between the pit or quarry site and the roadway, or using the site for another purpose after removal of the material, or restoration equivalent to the original use (such as farm land, pasture, turf, etc.). The foregoing requirements shall also apply to any pit or quarry opened or reopened by a subcontractor or supplier. However, the requirements will not apply to commercial sand and gravel and quarry operations actively processing material at the site prior to the date of the Notice of Advertisement.

The Contractor shall furnish the Engineer a statement signed by the property owner in which the property owner agrees to the use of his property as a source of material for the project. Upon completion of the use of the property as a material source and before Final Acceptance, the Contractor shall furnish the Engineer a release signed by the property owner indicating that the property has been satisfactorily restored. The requirements for a signed statement and release will not apply to commercial sources, sources owned by the Contractor, or sources furnished by the Department.

Local material pits and quarries that are not operated under a local or State permit shall not be opened or reopened without authorization by the Engineer.

Topsoil on Department owned or furnished borrow sites shall be stripped and stockpiled as directed by the Engineer for use as needed within the construction limits of the project or in the reclamation of borrow and disposal areas.

If payment is to be made for material measured in its original position, material shall not be removed until Digital Terrain Model (DTM) or cross-sections have been taken. The material shall be reserved exclusively for use on the project until completion of the project or until final DTM or cross-sections have been taken.

If the Contractor fails to provide necessary controls to prevent erosion and siltation the Department may direct the Contractor to cease all other operations and direct his efforts toward corrective action in accordance with Section 105.03(a), or may perform the work with state forces or other means determined by the Engineer using the same procedure as Section 105.14(e).

Costs for applying seed, fertilizer, lime, mulch, and for restoration of drainage, erosion and siltation control, regrading haul roads, and screening for this work will not be paid for under those Pay Items, but shall be included in the Contract price for the type of excavation or other appropriate Contract items.

The Contractor shall be liable for penalties, fines, or the Department's costs or damages that result from his failure to prevent erosion or siltation and take restorative action.

After removing all the material needed from the local material sources, the Contractor shall remove metal, lumber, and other debris resulting from his operations and shall shape and landscape the area in accordance with the Contractor's agreement with the property owner.

(a) **Sources Furnished by the Department** will be made available to the Contractor together with the right to use such property as may be required for a plant site, stockpiles, or haul roads. The Contractor shall confine his excavation operations to those areas of the property specified in the Contract. The Contractor shall be responsible for excavation that shall be performed in order to furnish the specified material.

(b) **Sources Furnished by the Contractor:** The use of material from sources other than those furnished by the Department will not be permitted until test results have been approved by the Engineer and written authority for its use has been issued by the appropriate agency, organization, or individual.

The Contractor shall acquire the necessary rights to take material from sources he locates and shall pay all related costs, including costs that may result from an increase in the length of the haul. Costs of exploring, sampling, testing, and developing such sources shall be borne by the Contractor. The Contractor shall obtain representative samples from at least two borings in parcels of 10 acres or less and at least three additional borings per increment of 5 acres or portion thereof to ensure that lateral changes in material are recorded. Drill logs for each test shall include a soil description and the moisture content at intervals where a soil change is observed or at least every 5 feet of depth for consistent material. Samples obtained from the boring shall be tested by an approved laboratory for grading, Atterberg limits, CBR, maximum density, and optimum moisture. The Department will review and evaluate the material based on test results provided by the Contractor. The Department will reject any material from a previously approved source that fails a visual examination or whose test results show that it does not conform to the specific Contract requirements.

Section 106.04(a) – Disposal Areas is replaced with the following:

Disposal Areas

The Contractor shall dispose of materials not used on the project off the right of way. The Contrator's selection and use of off-right-of-way disposal areas shall comply with the Contract requirments and federal, state and local laws and regulations.

If an approved disposal area is not designated in the Contract, the Contractor shall obtain the necessary rights to property to be used as an approved disposal area. If the Contractor, having shown reasonable effort, is unsuccessful in obtaining the necessary rights to property to be used as an approved disposal area, the Department will obtain rights for a disposal area. Compensation will be in accordance with Sections 104.02 and 109.05.

Disposal areas shall be cleared without damaging grass, shrubs, or vegetation outside the limits of the approved area and haul roads thereto, but do not need to be grubbed. After the material has been deposited, the area shall be shaped to minimize erosion and siltation of nearby streams and landscaped in accordance with the Contractor's agreement with the property owner

If the Contractor fails to provide and maintain necessary controls to prevent erosion and siltation, the Department may direct the Contractor to cease all other operations and direct his efforts toward corrective action in accordance with Section 105.03(a), or may perform the work with state forces or other means determined by the Engineer using the same procedure as Section 105.14(e).

The Contractor shall furnish the Engineer a statement signed by the property owner in which the owner agrees to the use of his property for the deposit of material from the project. Upon completion of the use of the property as an approved disposal area and before Final Acceptance, the Contractor shall furnish the Engineer a release signed by the property owner indicating that the property has been satisfactorily restored. This requirement will not apply to commercial sources, sources owned by the Contractor, or sources furnished by the Department.

Section 106.08 – Storing Materials 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 according to Sections 107.16 (b) and (e). 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 or the VDPES *General Permit for Discharge of Stormwater from Construction Activities.*

GUIDELINES — All projects.

SS107-002016-05 July 25, 2019

VIRGINIA DEPARTMENT OF TRANSPORTATION
2016 ROAD AND BRIDGE SUPPLEMENTAL SPECIFICATIONS

SECTION 107 – LEGAL RESPONSIBILITIES

SECTION 107 – LEGAL RESPONSIBILITIES of the Specifications is amended as follows:

Section 107.01 – Laws to Be Observed is amended by inserting the following:

Where the Specifications require the Contractor to interact with government agencies other than the Department, that agency's contact information can be found at http://www.virginiadot.org/business/const/specgovag.asp.

Section 107.13(b) – Labor Rate Forms is deleted.

Section 107.16 – Environmental Stipulations is amended by replacing the first paragraph with the following:

By signing the bid, the bidder certifies (unless the Contract is exempt under 42 USC 7606, 33 USC 1368, Executive Order 11738, and 2 CFR 1532.1140) that any facility to be used in the performance of the Contract is not listed on the Federal System for Award Management (SAM) Exclusions Public Extract according to 2 CFR 1532.1125; and that the bidder shall promptly notify the Department prior to the award of the Contract if the bidder receives any communication from the EPA, indicating that a facility to be used for the Contract is under consideration to be listed on the Federal SAM Exclusion Public Extract.

Section 107.16 – Environmental Stipulations is amended by deleting the third paragraph.

Section 107.16(a) – Erosion and Siltation is amended by replacing the fourth paragraph with the following:

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 who holds an ESCCC issued by the Department or other credential listed on Form C-107. The Certified Contractor 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 is amended by inserting the following:

The Contractor shall cover all dumpsters at the end of each work shift and when not in use during a rain event.

Section 107.16(b)2 – Air is replaced by the following:

Air: The Contractor shall comply with Section 107.01 and the State Air Pollution Control Law and Rules of the State Air Pollution Control Board, including notifications required therein. Precautions shall be taken at all times to prevent particulate matter from becoming airborne according to 9 VAC 5-50-80 and 9 VAC 5-50-90.

Burning shall be performed in accordance with all applicable local laws and ordinances and under the constant surveillance of watchpersons. Care shall be taken so that the burning of materials does not destroy or damage property or cause excessive air pollution. The Contractor shall not burn rubber tires, asphalt, used crankcase oil, or other materials that produce dense smoke. Burning shall not be initiated when atmospheric conditions are such that smoke will create a hazard to the motoring public or airport operations. Provisions shall be made for flagging vehicular traffic if visibility is obstructed or impaired by smoke. At no time shall a fire be left unattended.

Asphalt mixing plants shall be designed, equipped, and operated so that the amount and quality of air pollutants emitted will conform to the rules of the State Air Pollution Control Board.

a. **VOC Emission Control Areas** - The Contractor is advised that when the project is located in a volatile organic compound (VOC) emissions control area identified in 9 VAC 5-20-206 or Table I-3 below the following limitations shall apply:

(1) Open burning is prohibited during the months of May, June, July, August, and September.

(2) Cutback asphalt is prohibited April through October except when use or application as a penetrating prime coat or tack is necessary. See 9 VAC 5-45-760 et seq. (Emission Standards for Asphalt Paving Operations) and 9 VAC 5-20-206 (Regulations for the Control and Abatement of Air Pollution) for further clarification.

TABLE I-3

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
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

b. Emission standards for asbestos incorporated in the EPA's National Emission Standards for Hazardous Air Pollutants apply to:

- The demolition or renovation of any facility including but not limited to institutional, commercial, public, or industrial buildings; bridge structures; or portions thereof that contain regulated asbestos containing materials (RACM).
- Activities where the Contractor's methods for such actions will produce RACM.

c. The Contractor shall submit demolition notification to the EPA and the Virginia Department of Labor and Industry, in accordance with Section 107.01 regardless of whether RACM are present or not, a minimum of 10 business days before starting work on the following activities:

(1) Demolishing or dismantling and removing existing building or bridge structures

(2) Moving an entire building or bridge structure

(3) Reconstructing, repairing, or replacing any load-bearing component of a bridge structure

The Contractor shall provide written notification to the Engineer a minimum of 3 full business days prior to work being performed.

Section 107.16(e) – Storm Water Pollution Prevention Plan and General VPDES Permit for the Discharge of Stormwater from Construction Activities is amended to replace the third paragraph with the following:

Land-disturbing activities that disturb one acre or greater require coverage under the Department of Environmental Quality's General VPDES Permit for the Discharge of Stormwater from Construction Activities (hereafter referred to as the Construction General Permit). VDOT will apply for and secure Construction General 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.

Section 107.16(e)3 – SWPPP Requirements for Support Facilities is replaced with the following:

VDOT will secure Construction General Permit coverage for support facilities located on VDOT rights of way or easements. The Contractor shall secure separate Construction General 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 provide VDOT evidence of required permit coverage for support facilities that are not located on VDOT rights of way or easements.

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.

The Contractor shall develop a SWPPP for support facilities that are not included in the Plans whether they are located within or outside the project limits.

a. For those support facilities located within the project limits, the SWPPP, conforming to 9 VAC 25-870 and 9 VAC 25-880, shall include an erosion and sediment control plan conforming to 9 VAC 25-840, a stormwater management plan conforming to 9 VAC 25-870, and a pollution prevention plan according to these Specifications, the SWPPP General Information Sheet notes in the Contract, and 9 VAC 25-880, as applicable. Once approved, the Engineer will notify the Contractor in writing that the plans are accepted as a component of the Project's SWPPP and Construction General Permit coverage (where applicable)).

b. For those support facilities located outside the project limits, a SWPPP, conforming to 9 VAC 25-870 and 9 VAC 25-880, shall include an erosion and sediment control plan conforming to 9 VAC 25-840; a stormwater management plan conforming to 9 VAC 25-870; a pollution

prevention plan conforming to these Specifications, the SWPPP General Information Sheet notes in the Plans, 9 VAC 25-880, and all necessary documents for obtaining Construction General Permit coverage as applicable. Once accepted by the Engineer, VDOT will secure Construction General Permit coverage. After VDOT secures Construction General Permit coverage for the support facility, the Engineer will notify the Contractor in writing.

All SWPP plans shall be developed according to Section 105.10, shall be reviewed and approved by appropriate personnel certified through DEQ's ESC and SWM Certification program, and shall be submitted to the Engineer for review and approval.

Support facilities shall be subject to all Construction General Permit and Contract conditions and requirements. No land disturbing activities can occur in the support areas until written notice to proceed is provided by the Engineer.

Section 107.16(e)4a – Inspection Requirements is replaced with the following:

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 according to the directions contained within the form. This inspection shall be incorporated into the SWPPP no later than 4 days after the inspection. 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 *General* VPDES *Permit for Discharge of Stormwater from Construction Activities*) and within 24 hours following any measureable storm event. If a measureable storm event occurs when there are more than 24 hours between business days, the Contractor shall perform his inspection no later than the next business day. The Contractor shall install a rain gauge 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 gauge 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 gauges as necessary to accurately reflect the amount of rainfall received over all portions of the project. The Contractor shall observe all rain gauges 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 *General* VPDES *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. A rain gauge will not be required when using Schedule 2.

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.

Section 107.16(e)7 – Amendments, Modifications, Revisions, and Updates to the SWPP is replaced with the following:

Amendments, Modifications, Revisions and Updates to the SWPPP

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,

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.

The Contractor shall amend the SWPPP to identify any new or additional persons or Contractors not previously identified that will be responsible for implementing and maintaining erosion and sediment control and pollution prevention devices.

The Contractor shall update the SWPPP to include:

- 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.
- 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.
- Identification of areas where final stabilization has occurred and where no further SWPPP or inspection requirements apply.
- The date of any prohibited discharges, the discharge volume released, and what actions were taken to minimize the impact of the release.
- A description of any measures taken to prevent the reoccurrence of any prohibited discharge.
- A description of any measures taken to address any issues identified by the required erosion and sediment control and pollution prevention inspections.

The Contractor shall update the SWPPP no later than 7 days after the implementation 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.

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). All updates to the SWPPP shall be signed by the Contractor and the VDOT Responsible Land Disturber (RLD).

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 onsite facilities are available.

Section 107.17 – Construction Safety and Health Standards is replaced with the following:

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, subcontractors at any tier, and their respective employees, agents and invitees, shall at all times while in or around the project site comply with all applicable laws, regulations, provisions, and policies governing safety and health under the VOSH Standards adopted under the Code of Virginia, and any laws, regulations, provisions, and policies incorporated by reference including, but not limited to, the Federal Construction Safety Act (Public Law 91-54), 29 CFR 1926, and the Occupation Safety and Health Act (Public Law 91-596), 29 CFR 1910, and subsequent publications updating these regulations.

The Contractor shall provide all safeguards, safety devices and protective equipment, and take any other needed actions as it determines, or as the Engineer 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. The Contractor shall maintain and supervise all safety and health protections and programs to ensure compliance with this Section. The Contractor shall routinely inspect the project site for safety and health violations. The Contractor shall immediately abate any violations of the safety and health requirements or duties at no cost to the Department.

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 employees, in performance of the Contract, to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to their health or safety, as determined by the Virginia Work Area Protection Manual or 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 USC 3704).

VOSH personnel, on all Federal-aid construction contracts and related subcontracts, pursuant to 29 CFR 1926.3, 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 their duties.

The Contractor shall maintain a Jobsite Hazard Assessment in accordance with 29 CFR 1910.132 which shall be provided to the Engineer upon request and contain the following requirements, unless otherwise determined unsafe or inappropriate according to OSHA regulations:

- Hard hats shall be worn while participating in or observing all types of field work when outside of a building or outside of the cab of a vehicle, and exposed to, participating in or supervising construction.
- Respiratory protective equipment shall be worn whenever an individual is exposed to any item listed in the OSHA Standards as needing such protection unless it is shown that the employee is protected by engineering controls.
- Adequate eye protection shall be worn in the proximity of grinding, breaking of rock and/or concrete, while using brush chippers, striking metal against metal or when working in situations where the eyesight may be in jeopardy.
- A safety vest shall be worn by all exposed to vehicular traffic and construction equipment.
- Standards and guidelines of the current VWAPM shall be used when setting, reviewing, maintaining, and removing traffic controls.
- No person shall be permitted to position themselves under any raised load or between hinge points of equipment without first taking steps to support the load by the placing of a safety bar or blocking.
- Explosives shall be purchased, transported, stored, used and disposed of by a Virginia State Certified Blaster in possession of a current criminal history record check and a commercial

driver's license with hazardous materials endorsement and a valid medical examiner's certificate. All Federal, State and local regulations pertaining to explosives shall be followed.

- All electrical tools shall be adequately grounded or double insulated. Ground Fault Circuit Interrupter (GFCI) protection must be installed in accordance with the National Electrical Code (NEC) and current VOSH agency. If extension cords are used, they shall be free of defects and designed for their environment and intended use.
- No person shall enter a confined space without training, permits and authorization.
- Fall protection shall be used whenever an employee is exposed to a fall 6 feet or greater.

GUIDELINES — All metric unit projects only. When this SP applies include the following in the proposal: **cn100-00m026-03**.{2007-SSMCON02}

SSCON-00M001-00 September 27, 2016

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 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 according to 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 2016; 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 2016; and its accompanying revisions including all Standard sheets and Special Design drawings.
- 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.
- The 2011 edition of the *Virginia Supplement to the MUTCD* with *Revision Number 1* dated September 30, 2013.

- 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.

- 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 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 according to 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 the Contractor's 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 according to the table herein shall be corrected according to Section 105.12 of the Specifications.

Converting the units of measure from imperial to metric according to the requirements herein and of Section I of this special provision shall be performed according to the follow table:

TABLE OF IMPERIAL UNIT TO METRIC UNIT CONVERSION FORMULAS

FROM IMPERIAL UNIT (IU)	FORMULA	TO METRIC UNIT (MU)
DISTANCE	==========	**DISTANCE**
Linear foot, ft	IU x .3048 = MU	Meter, m
Inch, in	IU x 25.4 = MU	Millimeter, mm
Microinches	IU x .0254 = MU	Micrometer, µm
Microinches	IU x 0.0000254 = MU	Millimeter, mm
Mile, mi (U.S. Statute)	IU x 1.60934 = MU	Kilometer, km
Station (100 feet)	IU x .3048 = MU	Station (100 meters)
Yard, yd	IU x 0.9144 = MU	Meter, m
DISTANCE (THICKNESS)	==========	**DISTANCE (THICKNESS)**
Mil (.001 inch)	IU x .0000254 = MU	Meter, m
Mil (.001 inch)	IU x 0.0254 = MU	Millimeter, mm
Mil (.001 inch)	IU x 25.4 = MU	Micrometer, Micron (.000001 meter), µm
SLOPE RATE	==========	**SLOPE RATE**
Inch per foot, in/ft	IU x 25.4 x 3.2808399 = MU	Millimeters per meter, mm/m
SLOPE RATE (AVERAGE)	==========	**SLOPE RATE (AVERAGE)**
Inches per mile International Roughness Index (IRI)	IU x 25.4 x 0.62137 = MU	Millimeters per Kilometer, mm/km International Roughness Index (IRI)
AREA	==========	**AREA**
Acre, ac	IU x 0. 0.4046873 = MU	Hectare, ha
Square foot, ft^2	IU x 92903.04 = MU	Square millimeter, mm^2
Square foot, ft^2	IU x .092903 = MU	Square meter, m^2
Square inch, in^2	IU x 6.4516= MU	Square centimeter, cm^2
Square mile, mi^2	IU x 2.589988= MU	Square kilometer, km^2
Square yard, yd^2	IU x 0.8361274= MU	Square meter, m^2
Square yard, yd^2	IU x 8361.274= MU	Square centimeter, cm^2
Unit (1,000 square feet)	IU x 1.07639 = MU	Unit (100 square meters)
Unit (100 square feet)	IU x 1 = MU	Unit (9.2 square meters)
Unit (100 square feet)	IU x 1.07639 = MU	Unit (10 square meters)
Board-foot	IU x 0.002359737 = MU	Cubic meter, m^3
1,000 foot-board-measure, MFBM	IU x 2.359737 = MU	Cubic meter, m^3

FROM IMPERIAL UNIT (IU)	FORMULA	TO METRIC UNIT (MU)
VOLUME	==========	**VOLUME**
Cubic foot, ft^3	IU x 0.02831685 = MU	Cubic meter, m^3
Cubic Inch, in^3	IU x 16.38706 = MU	Cubic centimeter, cm^3
Cubic yard, yd^3	IU x 0.7645549= MU	Cubic meter, m^3
VOLUME (U.S. LIQUID)	==========	**VOLUME (LIQUID)**
Fluid ounce, fl oz	IU x 29.57353 = MU	Milliliter, ml
Gallon, gal	IU x 3.7854 = MU	Liter, l
Ounce, oz	IU x 29.57353 = MU	Milliliter, ml
Pint, pt	IU x 0.47318 = MU	Liter, l
Pint, pt	IU x 473.1765 = MU	Milliliter, ml
Quart, qt	IU x 0.94635 = MU	Liter, l
Unit (1,000 gallons)	IU x 1 = MU	Unit (3,785 liters)
MASS (WEIGHT)	==========	**MASS**
Ounce, oz	IU x 28.34952 = MU	Gram, g
Ounce, oz	IU x 0.02834952 = MU	Kilogram, kg
Pound, lb	IU x 0.45359 = MU	Kilogram, kg
Ton (Short=2000 lbs)	IU x 0.9071847 =MU	Metric ton
Ton (Short=2000 lbs)	IU x 907.1847 =MU	Kilogram, kg
Tonnage	IU x 0.9071847 =MU	Metric tonnage
Weight	Equivalent Terms	Mass
MASS (APPLIED RATE)	==========	**MASS (APPLIED RATE)**
Pounds per linear foot, lb/ft	IU x 0.45359 x 3.2808399 = MU	Kilograms per meter, kg/m
Pounds per linear foot, lb/ft	IU x 453.5924 x 3.28084 = MU	Grams per meter, g/m
Tons per inch	IU x 907.1847 x .03937 = MU	Kilograms per millimeter, kg/mm
DENSITY	==========	**DENSITY**
Pounds per cubic foot, lb/ft^3	IU x 0.45359 x 35.314662 = MU	Kilograms per cubic meter, kg/m^3
Pounds per cubic yard, lb/yd^3	IU x 0.45359 x 1.3079505 = MU	Kilograms per cubic meter, kg/m^3
Pounds per gallon, lb/gal	IU x 453.5924 x 0.264172 = MU	Grams per liter, g/l
Pounds per gallon, lb/gal	IU x 0.45359 x 0.264172 = MU	Kilograms per liter, kg/l
Pounds per gallon, lb/gal	IU x 0.45359 x .264172 = MU	Kilograms per liter, kg/l
FORCE	==========	**FORCE**

FROM IMPERIAL UNIT (IU)	FORMULA	TO METRIC UNIT (MU)
Kip (1000 pound-force, lbf)	IU x 4.448222 = MU	Kilonewton, kN
Pound, lbf	IU x 4.448222 = MU	Newton, N
Pound, lbf	IU x 0.004448222= MU	Kilonewton, kN
Poundal	IU x 0.1382550 = MU	Newton, N
Pounds per inch, lb/in	IU x 0.00445 x 39.37008 = MU	Kilonewtons per meter, kN/m
Pounds per linear foot, lb/lf	IU x 0.0044482 x 3.28084= MU	Kilonewtons per meter, kN/m
Ton (2000 pound-force, lbf)	IU x 8896.444 =MU	Newton, N
PRESSURE	**==========**	**PRESSURE**
Ounces per square foot, oz/ft^2	IU x 28.34952 x 10.76391 = MU	Grams per square meter, g/m^2
Ounces per square yard, oz/yd^2	IU x 0.028349 x 1.19599 = MU	Kilograms per square meter, kg/m^2
Pounds per square foot, lb/ft^2	IU x 4.882428 x 10.7639 = MU	Kilograms per square meter, kg/m^2
Pounds per square inch, lb/in^2	IU x 0.006894757 = MU	Megapascals, MPa
Pounds per square inch, lb/in^2	IU x 6.894757 = MU	Kilopascals, kPa
Pounds per square yard, lb/yd^2	IU x 0.0004536 x 11959.9 = MU	Metric tons per hectare,
Pounds per square yard, lb/yd^2	IU x 0.45359 = MU	Kilograms per square meter, kg/m^2
WORK	**==========**	**WORK**
Foot poundal	IU x 0.04214011 = MU	Joule (J)
Foot-pound, ft-lbf	IU x 0.3048 x 4.448222 = MU	Newtonmeters, Nm
Foot-pound, ft-lbf	IU x 1.355818 = MU	Joule (J)
Inch-pound, in-lbf	IU x .08333 x 1.355818 = MU	Joule (J)
Watt-hour, Wh	IU x 0.0036 = MU	Joule (J)
Kilowatt-hour, kWh	IU x 0.0000036 = MU	Joule (J)
WORK RATE	**==========**	**WORK RATE**
Foot-pounds (25) at +10°F	Equivalent	Joules (34) at -12°C
Foot-pounds per inch (ft-lbf/in)	IU x 1.355818 x 39.37007 = MU	Joules per meter, J/m
Foot-pounds per inch (ft-lbf/in)	IU x 1.355818 x 39.37007 = MU	Newtonmeters per meter, Nm/m
Foot-pounds per pound (ft-lbf/lbf)	IU x 1.355818 x 4.448222 = MU	Joules per newton, J/n
Kips per foot	IU x 4.448222 x 3.28084= MU	Kilonewtons per meter, kN/m
Kips per square inch	IU x 4.448222 x 0.155 = MU	Kilonewtons per square centimeter, kN/cm^2
POWER	**==========**	**POWER**

FROM IMPERIAL UNIT (IU)	FORMULA	TO METRIC UNIT (MU)
Foot-pound per second, ft-lbf/s	IU x 1.355818 = MU	Joule per second, J/s
Watt, W	IU x 1 = MU	Joule per second, J/s
FLOW	==========	**FLOW**
Cubic feet per second, cfs	IU x 0.02831685 = MU	Cubic meters per Second, m^3/s
Gallons per minute, gpm	IU x 0.0000630902 = MU	Cubic meters per Second, m^3/s
Gallons per minute, gpm	IU x 3.7854 x 0.016667 = MU	Liters per second, l/s
Gallons per minute per foot , gpm/ft	IU x 3.7854 x 3.2808399 = MU	Liters per minute per meter, l/m/m
FLOW (PER OPENING AREA)	==========	**FLOW (PER OPENING AREA)**
Cubic Feet per Second per square foot, cfs/ft^2	IU x 0.02831685 x 10.76394 = MU	Cubic meters per second per square meter, $m^3/s/ m^2$
VELOCITY	==========	**VELOCITY**
Feet per second, ft/s	IU x .3048 = MU	Meters per second, m/s
Miles per hour, mph	IU x 1.60934 = MU	Kilometers per hour, kph
ACCELERATION	==========	**ACCELERATION**
Feet per second per second, ft/s/s	IU x .3048 = MU	Meters per second per second, m/s/s
TEMPERATURE	==========	**TEMPERATURE**
Fahrenheit, °F	(IU minus 32) x 0.5556 = MU	Celsius, °C
COEFFICIENT OF EXPANSION		**COEFFICIENT OF EXPANSION**
Foot per degree F, ft/°F	IU x .3048 x 1.8 = MU	Meters per degree C, m/°C
LIGHT	==========	**LIGHT**
Foot-candle	IU x 10.76391 = MU	Lux, lx
LIGHT (EXPOSURE RATE)	==========	**LIGHT (EXPOSURE RATE)**
Candelas (or Candles) per foot-candle per square foot	IU x 10.76391 x 10.76391 = MU	Candelas (or Candles) per lux per square meter, $cd/lx/m^2$
Millicandelas per square foot per foot-candle	IU x 10.76391 x 10.7639 = MU	Millicandelas per square meter per lux, $mcd/m^2/lx$
Millicandles (100) per square foot per foot-candle	IU x 10.76391 x 10.7639 = MU	Millicandles (100) per square meter per lux, $100mcd/m^2/lx$
STANDARD SIZES	==========	**STANDARD SIZES**
Class A3 Concrete	Equivalent	Class 20 Concrete
Class A3.5 Concrete	Equivalent	Class 25 Concrete
Class A4 Concrete	Equivalent	Class 30 Concrete
Class A4.5 Concrete	Equivalent	Class 35 Concrete
Class A5 Concrete	Equivalent	Class 35-60 by 5's Concrete

FROM IMPERIAL UNIT (IU)	FORMULA	TO METRIC UNIT (MU)
Class B2 Concrete	Equivalent	Class 15 Concrete
Class C1 Concrete	Equivalent	Class 10 Concrete
Class T3 Concrete	Equivalent	Class 20T Concrete
Gage, 06 (Gauge) (Diameter)	Equivalent	4.88 Millimeter
Gage, 09 (Gauge) (Diameter)	Equivalent	3.76 Millimeter
Gage, 12 (Gauge) (Diameter)	Equivalent	2.67 Millimeter
Gage, 07 (Gauge) (Thickness)	Equivalent	4.5 Millimeter
Gage, 10 (Gauge) (Thickness)	Equivalent	3 Millimeter
Gage, 12 (Gauge) (Thickness)	Equivalent	2.8 Millimeter
Gage, 13 (Gauge) (Thickness)	Equivalent	2.32 Millimeter
Gage, 14 (Gauge) (Diameter)	Equivalent	2.0 Millimeter
Gage, 16 (Gauge) (Thickness)	Equivalent	1.55 Millimeter
Gage, 18 (Gauge) (Thickness)	Equivalent	1.3 Millimeter
Gage, 20 (Gauge) (Thickness)	Equivalent	0.9 Millimeter
Inch (Bolts)	Equivalent	See specific metric replacements
Sieve, 1 inch	Equivalent	Sieve, 25 millimeter
Sieve, 1/2 inch	Equivalent	Sieve, 12.5 millimeter
Sieve, 1-1/2 inch	Equivalent	Sieve, 37.5 millimeter
Sieve, 2 inch	Equivalent	Sieve, 50 millimeter
Sieve, 2-1/2 inch	Equivalent	Sieve, 63.5 millimeter
Sieve, 3 inch	Equivalent	Sieve, 75 millimeter
Sieve, 3/4 inch	Equivalent	Sieve, 19 millimeter
Sieve, 3/8 inch	Equivalent	Sieve, 9.5 millimeter
Sieve, 3-1/2 inch	Equivalent	Sieve, 90 millimeter
Sieve, 4 inch	Equivalent	Sieve, 100 millimeter
Sieve, No. 04	Equivalent	Sieve, 4.75 millimeter
Sieve, No. 08	Equivalent	Sieve, 2.36 millimeter
Sieve, No. 100	Equivalent	Sieve, 150µm [aka micrometer, micron (.001mm)]
Sieve, No. 100	Equivalent	Sieve, 150µm [aka micrometer, micron (.001mm)]
Sieve, No. 16	Equivalent	Sieve, 1.18 millimeter
Sieve, No. 20	Equivalent	Sieve, 850µm [aka micrometer,

FROM IMPERIAL UNIT (IU)	FORMULA	TO METRIC UNIT (MU)
		micron (.001mm)]
Sieve, No. 200	Equivalent	Sieve, 75 millimeter
Sieve, No. 200	Equivalent	Sieve, 75µm [aka micrometer, micron (.001mm)]
Sieve, No. 30	Equivalent	Sieve, 600 millimeter
Sieve, No. 300	Equivalent	Sieve, 270µm [aka micrometer, micron (.001mm)]
Sieve, No. 40	Equivalent	Sieve, 425µm [aka micrometer, micron (.001mm)]
Sieve, No. 50	Equivalent	Sieve, 300 millimeter
Sieve, No. 60	Equivalent	Sieve, 250µm [aka micrometer, micron (.001mm)]
Sieve, No.10	Equivalent	Sieve, 2.00 millimeter
IMPACT STRENGTH	**==========**	**IMPACT STRENGTH**
Pounds (force) per inch, lbf/in	IU x 4.448222 x .03937 = MU	Newtons per millimeter, N/mm
ABSORPTION RATE	**==========**	**ABSORPTION RATE**
Liters per mil	IU x 39.37 = MU	Liters per millimeter, l/mm
APPLICATION RATES	**==========**	**APPLICATION RATES**
Gallons per cubic yard, gal/yd^3	IU x 3.7854 x 0.764555 = MU	Liters per cubic meter, l/m^3
Gallons per square foot, gal/ft^2	IU x 3.7854 x 10.76391 = MU	Liters per square meter, l/m^2
Gallons per square yard, gal/yd^2	IU x 3.7854 x 1.19598999 = MU	Liters per square meter, l/m^2
Gallons per ton	IU x 3.7854 x 0.9071847 = MU	Liters per metric ton
Inch per second per 0.1 inch	IU x 25.4 x 393.7007 = MU	Millimeters per second per meter, mm/s/m
Pounds per 100 square foot	IU x 0.45359 x 1 = MU	Kilograms per 9.29 square meters
Pounds per acre, lb/ac	IU x 0.45359 x 2.47104 = MU	Kilograms per hectare, kg/ha
Pounds per square foot per hour, lb/ft^2/h	IU x 4.88243 x 10.76391 = MU	Kilograms per square meter per hour, kg/m^2/h
Pounds per square yard per inch, lb/yd^2/in	IU x 0.45359 x 0.8361274 = MU	Kilograms per square meter (25-millimeter nominal application rate)
Pounds per square yard per inch, lb/yd^2/in	IU x 0.4536 x 0.8361 x 0.03937 = MU	Kilograms per square meter per millimeter, kg/m^2/mm
Square foot per gallon, ft^2/gal	IU x 0.092903 x 0.264172 = MU	Square meters per liter, m^2/l
Tons per acre	IU x 0.9071847 x 2.47104 = MU	Metric tons per hectare

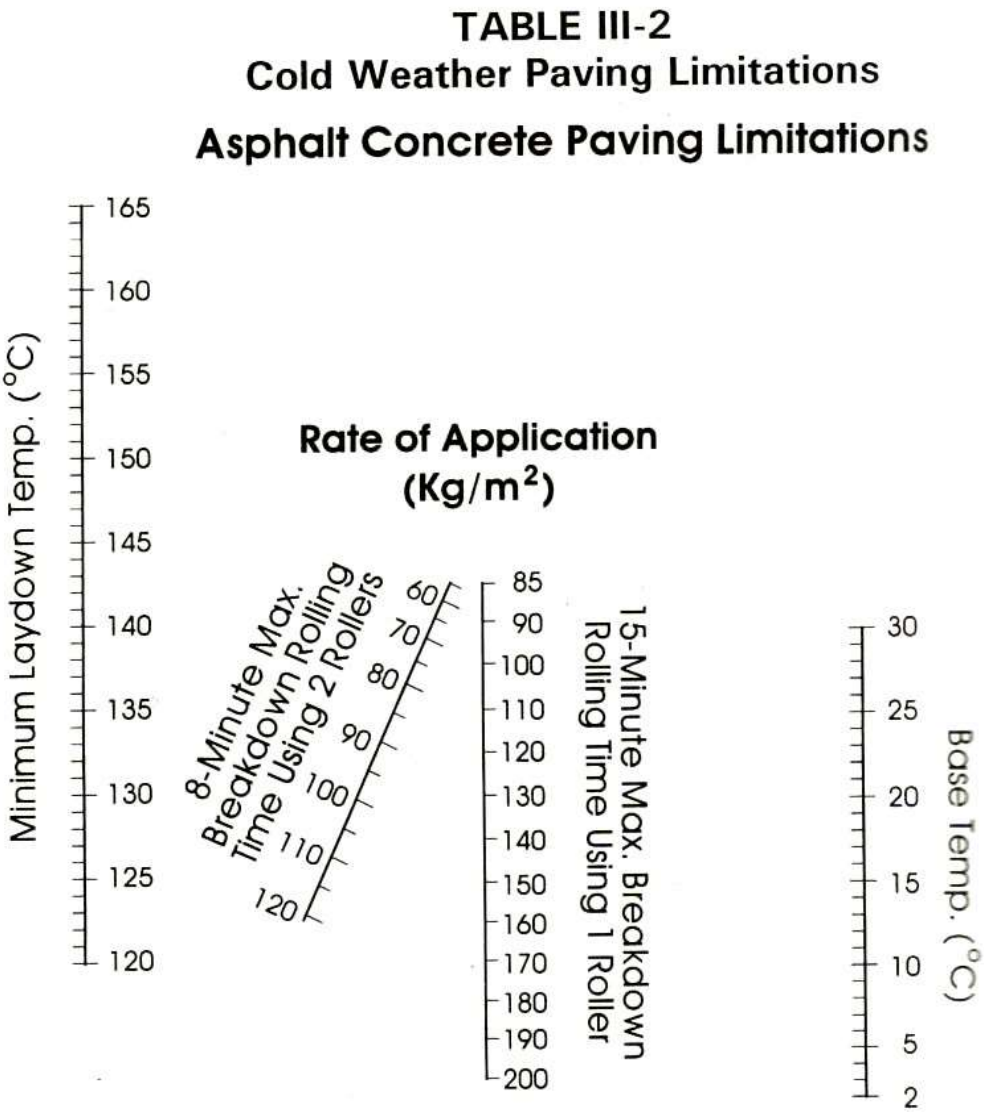
III. SPECIFIC METRIC REPLACEMENTS

The *Virginia Department of Transportation Road and Bridge Specifications*, dated 2016; its accompanying revisions including all Supplemental Specifications, Special Provisions, and Special Provision Copied Notes; the *Virginia Department of Transportation Road and Bridge Standards*, dated 2016; its accompanying revisions including all Standard sheets and Special Design drawings; 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 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:

A. The *VIRGINIA DEPARTMENT OF TRANSPORTATION ROAD AND BRIDGE SPECIFICATIONS* book, dated 2016

Table III-2, Cold Weather Paving Limitatations

The imperial-only unit nomograph titled "**Table III-2, Cold Weather Paving Limitatations"** in the *Virginia Department of Transportation Road and Bridge Specifications* book, dated 2016 is replaced with the following:



Section 226.02(h)3 High-Strength Bolts, Nuts, Washers, and Direct Tension Indicators

1.15 x Proof Load (kN) and **Max. Torque 1.15 x Proof Load (Nm)** tables in the Virginia Test Method 135 are replaced with the following:

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:

1.15 x Proof Load (kN)		
Bolt Size	**325**	**A490**
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

The measured torque to produce the required fastener tension shall not exceed the value obtained by the following equation:

Torque = 0.25 *PD*

Where:

Torque = measured torque (newtonmeters)
P = measured bolt tension (newtons)
D = nominal diameter (meters).

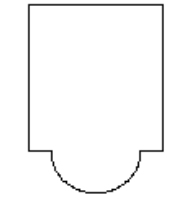
Max. Torque 1.15 x Proof Load (Nm)		
Bolt Size	**A325**	**A490**
M16x2	430	600
M20x2.5	850	1170
M22x2.5	1150	1580
M24x3	1460	2020
M27x3	2130	2960
M30x3.5	2900	4020
M36x4	5070	7020

Section 403.07(c)1 for "Wave Equation Analysis"

The form for **Wave Equation Analysis** referenced in Section 403.07(c)1 of the Specifications titled "**Pile and Driving Equipment Data Form"** is replaced with the following:

VIRGINIA DEPARTMENT OF TRANSPORTATION
PILE AND DRIVING EQUIPMENT DATA FORM

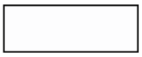
Project: _____
Pile Driving Contractor Or Subcontractor (Driven by): _____



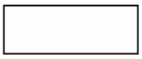
HAMMER
Manufacture: _____ Model: _____
Type: _____
Rated Energy: _____ @ _____ Length of Stroke
Modifications: _____

RAM
Ram Mass: _____

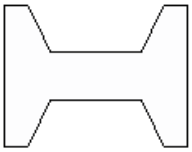
ANVIL OR BASE
Mass: _____



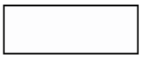
STRIKER PLATE
Material: _____
Thickness: _____ Area: _____
Modulus of Elasticity - E: _____ (kpa)
Coefficient of Restitution: _____



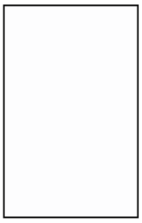
CAP BLOCK
Material: _____
Thickness: _____ Area: _____
Modulus of Elasticity - E: _____ (kpa)
Coefficient of Restitution: _____



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

B. The *VIRGINIA DEPARTMENT OF TRANSPORTATION ROAD AND BRIDGE STANDARDS*, dated 2016

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:

STANDARD REINFORCING BARS								
IMPERIAL					METRIC			
Bar Size Designation	Diameter (in)	Area (in^2)	Weight (lb/ft)		Bar Size Designation	Diameter (mm)	Area (mm^2)	Mass (kg/m)
#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