## TOWN OF HAYMARKET HAYMARKET TOWN PARK STREETSCAPE IMPROVEMENTS PROJECT

## VDOT SPECIAL PROVISIONS AND SPECIAL PROVISION COPIED NOTES TO 2016 VIRGINIA DEPARTMENT OF TRANSPORTATION

### ROAD AND BRIDGE SPECIFICATIONS & 2018 SUPPLEMENT TO 2016 VDOT ROAD AND BRIDGE SPECIFICATIONS

The following lists all **VDOT Special Provisions and Special Provision Copied Notes** which govern the work and are incorporated by reference.

SPEC No.	DOCUMENT TITLE
cn100-000026-01	GENERAL PROJECT REQUIREMENTS, SUPPLEMENTAL SPECIFICATIONS (SSs), SPECIAL PROVISIONS (SPs) AND SPECIAL PROVISION COPIED NOTES (SPCNs) (Imperial) 5-15-17
cn100-000051-00	VDOT SUPPLEMENTAL SPECIFICATIONS (SSs), SPECIAL PROVISIONS (SPs) AND SPECIAL PROVISION COPIED NOTES (SPCNs) (Local Assistance)
	10-6-16
SP107-000110-00	STORMWATER POLLUTION PREVENTION PLAN (SWPPP) AND THE VIRGINIA POLLUTANT DISCHARGE ELIMINATION SYSTEM (VPDES) GENERAL PERMIT FOR THE DISCHARGE OF STORMWATER FROM CONSTRUCTION ACTIVITIES (Form C-45) 10-9-14; R-10-27-16
SP108-000110-00	PROGRESS SCHEDULE FOR CATEGORY II PROJECTS 4-29-08; R-7-12-16
cn302-030100-00	SECTION 302.03(b) PRECAST DRAINAGE STRUCTURES 1-14-08; R-7-12-16
SP302-000100-00	RESTORING EXISTING PAVEMENT 7-12-16
SP512-000110-00	SECTION 512—MAINTAINING TRAFFIC – NON-SCHEDULES (LUMP SUM) 7-12-16

#### cn100-000026-01 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 2017; 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 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.

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

5-15-17\_(SPCN)

# cn100-000051-00 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 for both imperial and metric unit projects. References to the "Road and Bridge Standard(s)" shall refer to the *Virginia Department of Transportation Road and Bridge Standards*, dated 2016 for both imperial and metric unit projects. References to the "Road and Bridge Standard(s)" shall refer to the *Virginia Department of Transportation Road and Bridge Standards*, dated 2016 for both imperial and metric unit projects. References to the "Virginia Work Area Protection Manual" shall refer to the 2011 edition of the *Virginia Work Area Protection Manual with Revision Number 1* incorporated, dated April 1, 2015 for imperial and metric unit projects. References to the "MUTCD" shall refer to the 2009 edition of the *MUTCD with Revision Numbers 1 and 2* incorporated, dated May 2012; and the 2011 edition of the *Virginia Supplement to the MUTCD with Revision Number 1* dated September 30, 2013 for imperial and metric unit projects.

Where the terms "Department", "Engineer", "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.

The system of measurement to be used in this project is stated elsewhere in this contract. VDOT Supplemental Specifications, Special Provisions and Special Provision Copied Notes containing imperial units of measure with

accompanying expressions in metric units shall be referred to hereinafter as "dual unit measurement" documents. Such a "dual unit measurement" is typically expressed first in the imperial unit followed immediately to the right by the metric unit in parenthesis "()" or brackets "[]" where parenthesis is used in the sentence to convey other information. Where a "dual unit measurement" appears in VDOT documents, the unit that applies shall be according to the system of measurement as stated elsewhere in this contract. The unit shown that is <u>not</u> of the declared unit of measurement is not to be considered interchangeable and mathematically convertible to the declared unit and shall not be used as an alternate or conflicting measurement. Where VDOT Specifications are used for metric unit projects and only imperial units of measurement appear the document, the provision(s) in this contract for imperial unit to metric unit conversion shall apply.

10-6-16\_(SPCN)

**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)

#### 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 as specified below:

- 1. <u>Progress Schedule Narrative</u>: 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;
  - 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.
- <u>Bar-Chart Progress Schedule:</u> 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. <u>Progress Earnings Schedule:</u> 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, 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. <u>Bar-Chart Progress Schedule Update:</u> 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 ongoing 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. <u>Progress Earnings Schedule Update:</u> 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. 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.

#### **III. REVIEW AND ACCEPTANCE**

The Engineer will review all progress schedule submittals within seven (7) calendar days of receipt of the Contractor's <u>complete</u> 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.

# cn302-030100-00 SECTION 302.03(b) PRECAST DRAINAGE STRUCTURES of the Specifications is amended to include the following:

Precast units, excluding concrete pipe, prestressed concrete items and soundwalls, conforming to the requirements herein will only be accepted under a Quality Control/Quality Acceptance Program (QC/QA). The Contractor shall have the producer perform quality control functions according to a Department approved QC/QA plan. Each piece, manufactured under the QC/QA program, in addition to the date and other required markings, shall be stamped with the letters (QC), as evidence that the required QC/QA procedures have been performed. Each shipping document shall be affixed with the following:

We certify that these materials have been tested and conform to VDOT Precast Concrete Products Quality Assurance Program

Signature and Title

1-14-08; Reissued 7-12-16 (SPCN)

#### SP302-000100-00

#### VIRGINIA DEPARTMENT OF TRANSPORTATION SPECIAL PROVISION FOR **RESTORING EXISTING PAVEMENT**

July 12, 2016

#### I. DESCRIPTION

This work shall consist of restoring existing pavement, removed for installation or repair of utilities such as, but not limited to pipe culverts, conduits, water and sanitary sewer items.

#### II. MATERIALS

Asphalt Concrete shall conform to Section 211 of the Specifications.

Aggregate Subbase material shall conform to Section 208 of the Specifications.

Asphalt Material shall conform to Section 210 of the Specifications.

Fine Aggregate shall conform to Section 202 of the Specifications.

Coarse Aggregate for surface treatment shall conform to Section 203 of the Specifications.

Hydraulic Cement Concrete Class A3 shall conform to Section 217 of the Specifications.

Steel Reinforcement shall conform to Section 223 of the Specifications.

#### III. PROCEDURES

Pavement restoration shall be according to this Provision and plan notes.

Backfill shall be according to Section 302.03(a)2.g. of the Specifications.

Asphalt Concrete shall be placed and compacted according to Section 315 of the Specifications.

Surface Treatment shall be placed according to the special provision for Asphalt Surface Treatment and the attached drawing.

Concrete Pavement shall be placed according to the special provision for Patching Hydraulic Cement Concrete Pavement and this special provision. Open trench in Hydraulic Cement Concrete Pavement should be located at existing transverse joints if at all possible. If concrete pavement is removed within two feet of an existing transverse joint, pavement removal shall be extended two feet beyond the joint. Reinforcing steel and dowels shall be installed according to Road and Bridge Standard PR-2. Joint replacement shall be according to Road and Bridge Standard PR-2.

#### IV. MEASUREMENT AND PAYMENT

Restoring Existing Pavement unless otherwise specified will not be measured for separate payment, the cost thereof shall be included in the price bid for the utility to which it pertains

according to Section 302.04, Section 520.06 or Section 700.05 of the Specifications, as appropriate. However, widths and depths in excess of the attached drawing that are authorized or directed by the Engineer will be paid for according to Section 109.05 of the Specifications.



PAVEMENT STRUCTURE Asphalt Conc. Base and Surface



PAVEMENT STRUCTURE Aggregate Base and Surface Treatment



PAVEMENT STRUCTURE Scheduled for Asphalt Conc. Overlay



PAVEMENT STRUCTURE Hydraulic Cement Concrete

#### NOTES:

The following methods for restoring existing pavement shall be adhered to unless otherwise specified on the plans.

- 1. Pipe culverts, conduits and utility items shall be installed according to the applicable Road and Bridge Standards and Specifications.
- 2. Subbase Aggregate material Type 1, Size 21A or 21B.
- 3. Asphalt Concrete Type BM-25.0
- Surface Asphalt Concrete Type SM-9.5D
  @ 165 lbs. per sq. yd.
- Surface Blotted Seal Coat Type C: The initial seal and final seal shall be CRS-2, CMA-2 or CMS-2h liquid asphalt material @ 0.17 gal./sq. yd. with 15 lbs. of No. 8P stone/sq. yd. each. The blot seal shall be CRS-2, CMS-2 or CMS-2h liquid asphalt material @ 0.15 gal./sq. yd. with 10 lbs. of fine aggregate grade B sand per sq. yd.
- Subbase Aggregate material Type 1 Size 21B
- 7. Surface Hydraulic Cement Concrete, high early strength, matching existing structure for depth and surface texture.

#### VIRGINIA DEPARTMENT OF TRANSPORTATION SPECIAL PROVISION FOR SECTION 512—MAINTAINING TRAFFIC – NON-SCHEDULES (LUMP SUM)

July 12, 2016

**SECTION 512** of the Specifications is amended as follows:

Section 512.03—Procedures is amended to include the following:

The Contractor shall submit a plan, sequenced with his plan of operations, to the Engineer for maintenance of traffic for his review prior to commencement of work. The plan shall be designed and implemented according to the *Virginia Work Area Protection Manual*, the *MUTCD* and the Department generated project-specific temporary traffic control plan or requirements provided in the Contract. When the Department provides a sequence of construction in the Contract, the plans or estimated quantities for maintenance of traffic items are for estimating purposes only.

Section 512.04—Measurement and Payment is replaced with the following:

**Maintenance of traffic** including flagger service, pilot vehicles, electronic arrows, warning lights, channelizing devices, traffic barrier service, traffic barrier service guardrail terminals, impact attenuator service, construction pavement markings, construction pavement message markings, temporary pavement markers, eradication of existing pavement markings, temporary detours, aggregate material, Type III barricades, construction signs, and truck mounted attenuators will be paid for on a lump sum basis as follows:

- (a) **Per structure** wherein, the lump sum price bid shall be for providing maintenance of traffic for a single structure identified in the Contract by its structure number. No measurement will be made.
- (b) Per route and location(s) wherein, the lump sum price bid shall be for providing maintenance of traffic for work at a specified location on a single specified route or, specified locations grouped together on a single specified route as one lump sum item. No measurement will be made as detailed in the Contract.

The Contractor's price bid shall include, but not be limited to; providing a person to meet the basic work zone traffic control and intermediate work zone traffic control requirements of Section 105.14 of the Specifications; furnishing, placing, maintaining, replacing, relocating, adjusting, aligning, removing, flagger service, pilot vehicles, warning lights, electronic arrow, channelizing devices, traffic barrier service, traffic barrier service guardrail terminals, impact attenuator service, construction pavement markings, construction pavement message markings, temporary pavement markers, eradication of existing pavement markings, temporary detours, aggregate material, Type III barricades, construction signs, truck mounted attenuators, and all labor, material and equipment incidental to completing this work according to the Virginia Work Area Protection Manual and traffic engineering guidelines and principles. Site specific adjustments to maintenance of traffic operations specified by the Virginia Work Area Protection Manual and the MUTCD such as quantity, location, or spacing of traffic control devices within construction limits or on any approaches to the project, required by the Engineer to improve traffic operation or safety shall be considered an alteration in the work according to the provisions of Section 104.02 of the Specifications.

The Contractor will be paid 30 percent of the lump sum bid price upon satisfactory installation of the required maintenance of traffic items to commence construction operations and active prosecution of the work. Contingent upon active pursuit of the work, the Contractor will receive monthly payments for maintenance of traffic based on the daily dollar amount of the bid price for maintenance of traffic until 90 percent of the unit bid price is paid. The remaining 10 percent will be paid for after all maintenance of traffic items are removed at final acceptance of the Contract.

<u>Additional</u> traffic control layout detail items that are determined and authorized by the Engineer to be necessary to ensure the safety of the traveling public and are <u>in addition</u> to the <u>number required</u> by the traffic control layout details in the *VWAPM*, the drawings in herein, and the Contract, will be measured and paid for as follows, therefore, the provisions of Section 104.02 will not apply:

• Flagger service shall include furnishing certified flagger, paddles and safety equipment. Where additional flagger service is required, as determined and authorized by the Engineer, flagger service will be measured in hours and paid for at the rate of \$15 per hour of use.

When flagger service is used for the Contractor's convenience, such as for ingress and egress of construction equipment or materials, payment will not be made. **Note:** The required flaggers described in the two flagging conditions in Section 512.03(h) of the Specifications will not be measured as a separate pay item but will be considered incidental to the traffic control operations described.

- **Pilot vehicles** shall include furnishing vehicles, necessary warning devices, drivers, fuel and maintenance. Where additional pilot vehicles are required as determined and authorized by the Engineer, such vehicles will be measured in hours of actual use and will be paid for at the rate of **\$23** per hour of employed use.
- Electronic arrows shall include furnishing arrow panels, fuel, maintenance, and a truck or trailer having flashing amber warning lights for mobility of the electronic arrow. Where additional electronic arrows are required as determined and authorized by the Engineer, electronic arrows will be measured in hours of actual use and will be paid for at the rate of \$5 per hour for each hour of employed use.
- Warning lights for use on sign panels or installed on traffic barrier service will not be measured for separate payment. The cost thereof shall be included in the price for other appropriate pay items. This shall include maintaining, relocating, and removing.
- **Group 1 channelizing devices** will not be measured for separate payment. The cost thereof shall be included in the price for other appropriate pay items.
- Group 2 channelizing devices, not designated in the Contract as a separate pay item but where additional Group 2 channelizing devices are required as determined and authorized by the Engineer, these will be measured in days and paid for at the rate of \$1 per day per device. This price shall include furnishing and maintaining devices, removing devices when no longer required and signs. When group 2 channelizing devices are moved to a new location or are removed and re-installed at the same location, they will be measured for separate payment. However, when group 2 channelizing devices are moved within the lane or from one lane to another by simply moving the devices across the lane edge line without removal from the roadway, no additional payment will be made.

- **Traffic barrier service** will not be measured for separate payment. The cost thereof shall be included in the price for other appropriate pay items. This shall include warning lights, delineators, barrier vertical panels, fixed object attachments, patching restraint holes, fixed object attachments used on traffic barrier service in locations where existing guardrail is in place including restoring existing guardrail to its original condition, maintaining, and removing traffic barrier service when no longer required.
- **Traffic barrier service guardrail terminal** will not be measured for separate payment. The cost thereof shall be included in the price for other appropriate pay items. This shall include furnishing, installing, moving to a new location as directed or approved by the Engineer, and removing when no longer needed.
- **Impact attenuator service** will not be measured for separate payment. The cost thereof shall be included in the price for other appropriate pay items. This shall include Impact attenuators used with barrier openings for equipment access.
- **Construction pavement markings** will not be measured for separate payment. The cost thereof shall be included in the price for other appropriate pay items. This shall include furnishing marking materials, preparing the surface, adhesive, installation, maintaining, removing removable markings when no longer required, inspections, and testing.
- **Construction pavement message markings** will not be measured for separate payment. The cost thereof shall be included in the price for other appropriate pay items. This shall include marking materials, preparing the surface, adhesive, maintaining, and removing removable markings when no longer required.
- **Temporary pavement markers** will not be measured for separate payment. The cost thereof shall be included in the price for other appropriate pay items. This shall include furnishing and installing pavement markers, surface preparation, adhesive, and maintaining and replacement of lost or damaged markers and removing the pavement markers and adhesive when no longer required.
- **Aggregate material** will not be measured for separate payment. The cost thereof shall be included in the price for other appropriate pay items. This shall include preparing the grade and furnishing, placing, maintaining, and removing material as required.
- **Type III barricades** will not be measured for separate payment. The cost thereof shall be included in the price for other appropriate pay items. This shall include furnishing and placing barricades, retroreflective sheeting, maintaining, relocating to new locations and removing when no longer required.
- Construction signs except those already required by the Contract (which includes those signs required by the VWAPM, the drawings herein, and such signs as "Loose Gravel", "Unmarked Pavement", and "Low Shoulder" that may be required by the Engineer to ensure the safety of the traveling public due to the nature of the Contractor's operations) when determined and authorized by the Engineer, will be measured in square feet and paid for at \$20 per square foot. This payment, based on square footage, shall be compensation for furnishing, placing, relocating, covering, uncovering, and removing the sign(s) when no longer needed for the duration of the project; multiple payments for the same sign used more than once will not be allowed. Such extra signs will consist of either a greater number of the standard signs already listed in the applicable traffic control layout details in the VWAPM, the drawings herein, and the Contract, or other signs included in the VWAPM but not originally considered applicable for use on this Contract.

- Truck mounted attenuators, not designated in the Contract as a separate pay item but where additional Truck Mounted Attenuators are required as determined and authorized by the Engineer, these will be measured in hours of actual use required, and will be paid for at the rate of **\$22** per employed hour. This price shall include furnishing the truck mounted attenuator, mounting vehicle, lights, electronic arrows, if allowed but not required, and maintenance. When electronic arrows are used at the option of the Contractor in lieu of the rotating or high intensity amber strobe light, the cost of the electronic arrows are required and authorized as determined by the Engineer and not incidentally mounted (and permitted) on such truck mounted attenuator support vehicles, they will be paid for separately as specified herein.
- **Portable traffic control signal** will not be measured for separate payment. The cost thereof shall be included in the price for other appropriate pay items. This shall include portable traffic control signal equipment, installation, energy source, maintaining, adjusting, aligning, removing and relocating equipment.
- **Portable Changeable Message Signs (PCMS)**, not designated in the Contract as a separate pay item but where additional Portable Changeable Message Signs are required as determined and authorized by the Engineer, these will be measured in hours of actual use and paid for at the rate of \$15 per hour for each hour of employed use. This price shall be full compensation for furnishing or mobilizing the unit(s) to the project, maintenance, operation, and repositioning the unit(s).

Payment will be made under:

Pay Item	Pay Unit
Maintenance of traffic (Structure No.)	Lump sum
Maintenance of traffic (Route and Location[s])	Lump sum