

VIRGINIA DEPARTMENT OF TRANSPORTATION
2007 ROAD AND BRIDGE SUPPLEMENTAL SPECIFICATIONS

SUPPLEMENTAL DIVISION I—GENERAL PROVISIONS

SECTION 101—DEFINITIONS OF ABBREVIATIONS, ACRONYMS, AND TERMS

Section 101.02—Terms of the Specifications is amended to replace the definition for **Notice to Proceed** with the following:

Notice to Proceed. A date selected by the Contractor that is no earlier than 15 nor later than 30 calendar days after the date of contract execution on which the Contractor intends to begin the work, or a contract specific date on which the Contractor may begin the work identified as the Notice to Proceed date in the Contract Documents.

SECTION 105—CONTROL OF WORK

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

Unless otherwise indicated in the Contract, the Notice to Proceed date will be the date selected by the Contractor on which the Contractor intends to begin the work. That date shall be no earlier than 15 nor later than 30 calendar days after the date of contract execution. The State Contract Engineer will contact the Contractor on the date of contract execution to inform him that the contract has been executed. The State Contract Engineer will also confirm this date in the Letter of Contract Execution. Copies of the Letter of Contract Execution will be distributed to Department personnel involved in the administration of the Contract and to the Contractor. Within 10 calendar days after the date of contract execution the Contractor shall submit to the Engineer written notice of the date he has selected as his Notice to Proceed date. If the Contractor fails to provide written notice of his selected Notice to Proceed Date within 10 calendar days of contract execution, the selected Notice to Proceed Date will become the date 15 calendar days after the date of contract execution. The Contractor shall begin work no later than 10 calendar days after the date he has selected as his Notice to Proceed date, unless the Notice to Proceed date is otherwise indicated in the Contract, in which case the Contractor shall begin work within 10 calendar days after the specific Notice to Proceed date indicated in the Contract.

Contract Time will commence on the date of the Notice to Proceed. The Letter of Contract Execution will identify the Chief Engineer's authorized representative, hereafter referred to as the Engineer, who is responsible for written directives and changes to the Contract. The Engineer will contact the Contractor after notice of award to arrange a pre-construction conference.

In the event the Contractor, for matters of his convenience, wishes to begin work earlier than 15 calendar days or later than 30 calendar days after the date of contract execution, he shall make such a request in writing to the Engineer within 10 calendar days of the date of contract execution or once a Notice to Proceed Date has been established, if he wishes to begin work more than 10 calendar days after his selected Notice to Proceed date or the Notice to Proceed Date indicated in the Contract, he shall make such a request to the Engineer in writing no later than 5 calendar days after the Notice to Proceed date. If this requested start date is acceptable to the Department, the Contractor will be notified in writing; however, the Contract fixed completion date will not be adjusted but will remain binding. The Contractor's request to adjust the start date for the work on the Contract will not be considered as a basis for claim that the time resulting from the Contractor's adjusted start date, if accepted by the Engineer, is insufficient to accomplish the work nor shall it relieve the Contractor of his responsibility to perform the work in accordance with the scope of work and

requirements of the Contract. In no case shall work begin before the Department executes the Contract or prior to the Notice to Proceed date unless otherwise permitted by the Contract or authorized by the Engineer. The Contractor shall notify the Engineer at least 24 hours prior to the date on which he will begin the work.

Section 105.02—Pre-Construction Conference of the Specifications is amended to replace the first paragraph with the following:

After notification of award and prior to the Notice to Proceed date the Contractor shall attend a pre-construction conference scheduled by the Engineer to discuss the Contractor's planned operations for prosecuting and completing the work within the time limit of the Contract. At the pre-construction conference the Engineer and the Contractor will identify in writing the authorities and responsibilities of project personnel for each party. The pre-construction conference may be held simultaneously with the scheduling conference when the Engineer so indicates this in advance to the Contractor. When these are simultaneously held, the Contractor shall come prepared to discuss preparation and submittal details of the progress schedule in accordance with the requirements of the Contract.

Section 105.10(c)(1)—Steel Structures of the Specifications is replaced with the following:

Working drawings for steel structures, including metal handrails, shall consist of shop detail, erection, and other working drawings showing details, dimensions, sizes of units, and other information necessary for the fabrication and erection of metal work.

Section 105.14—Maintenance During Construction of the Specifications is amended to add the following:

The Contractor shall provide at least one person on the project site during all work operations who is currently verified either by the Department in Intermediate Work Zone Traffic Control, or by the American Traffic Safety Services Association (ATSSA) as a Traffic Control Supervisor (TCS). This person must have the verification card with them while on the project site. This person shall be responsible for the oversight of work zone traffic control within the project limits in compliance with the contract requirements involving the plans, specifications, the VWAPM, and the MUTCD. This person's duties shall include the supervision of the installation, adjustment (if necessary), inspection, maintenance and removal when no longer required of all traffic control devices on the project.

If none of the Contractor's on-site personnel responsible for the supervision of such work has the required verification with them or if they have an outdated verification card showing they are not currently verified either by the Department in Intermediate Work Zone Traffic Control, or by the American Traffic Safety Services Association (ATSSA) as a Traffic Control Supervisor (TCS) all work on the project will be suspended by the Engineer.

The Contractor shall provide at least one person on site who is, at a minimum, verified by the Department in Basic Work Zone Traffic Control for each construction and/or maintenance operation that involves installing, maintaining, or removing work zone traffic control devices. This person shall be responsible for the placement, maintenance and removal of work zone traffic control devices.

In the event none of the Contractor's on-site personnel of any construction/maintenance operation has, at a minimum, the required verification by the Department in Basic Work Zone Traffic Control, that construction/maintenance operation will be suspended by the Engineer until that operation is appropriately staffed in accordance with the requirements herein.

Section 105.15(b) Mailboxes and Newspaper Boxes of the Specifications is replaced with the following:

(b) **Mailboxes and Newspaper Boxes:** When removal of existing mailboxes and newspaper boxes is made necessary by construction operations, the Contractor shall place them in temporary locations so that access to them will not be impaired. Prior to final acceptance, boxes shall be

placed in their permanent locations as designated by the Engineer and left in as good condition as when found. Boxes or their supports that are damaged through negligence on the part of the Contractor shall be replaced at his expense. The cost of removing and resetting existing boxes shall be included in other pay items of the Contract. New mailboxes designated in the plans shall be paid for in accordance with the provisions of Section 521 of the Specifications.

SECTION 107—LEGAL RESPONSIBILITIES

Section 107.14(f) Training of the Specifications is amended to replace 5 and 6 with the following:

5. If the Contract provides a pay item for trainees, training shall be in accordance with the requirements of Section 518 of the Specifications.

Section 107.16(a) Erosion and Siltation of the Specifications is amended to replace 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 certified by the Department in Erosion and Sediment control who shall inspect erosion and siltation control devices and measures for proper installation and operation and promptly report their findings to the Inspector. Inspections shall include all areas of the site disturbed by construction activity and all off site support facilities covered by the project's Stormwater Pollution Prevention Plan. Inspections shall be conducted at least once every 14 calendar days and within 48 hours following any runoff producing storm event (Note: If an inspection is conducted as a result of a storm event, another inspection is not required for 14 calendar days following provided there are no more runoff producing storm events during the that period). For those areas that have been temporarily stabilized or runoff is unlikely to occur due to winter conditions (e.g., the site is covered with snow or ice or frozen ground exists), inspections shall be conducted at least once a month. 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. Failure of the Contractor to maintain a certified employee within the limits of the project will result in the Engineer suspending work related to any land disturbing activity until such time as a certified employee is present on the project. Failure on the part of the Contractor to maintain appropriate erosion and siltation control devices in a functioning condition may result in the Engineer notifying the Contractor in writing of specific deficiencies. Deficiencies shall be corrected immediately. If the Contractor fails to correct or take appropriate actions to correct the specified deficiencies within 24 hours 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(e) Storm Water Pollution Prevention Plan of the Specifications is replaced with the following:

(e) Storm Water Pollution Prevention Plan and Virginia Stormwater Management Program General Permit for the Discharge of Stormwater from Construction Activities

A Stormwater Pollution Prevention Plan (c) identifies potential sources of pollutants which may reasonably be expected to affect the stormwater discharges from the construction site and any off

site support areas and describes and ensures implementation of practices which will be used to reduce pollutants in such discharges.

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

Land-disturbing activities that disturb one acre or greater, or 2,500 square feet or greater in an area designated as a Chesapeake Bay Preservation Area, require coverage under the Department of Conservation and Recreation's Virginia Stormwater Management Program (VSMP) General Permit for the Discharge of Stormwater from Construction Activities (hereafter referred to as the VSMP Construction Permit). Where applicable, the Department will apply for and retain coverage under the VSMP Construction Permit for those land disturbing activities for which it has contractual control.

The required contents of a SWPPP for those land disturbance activities requiring coverage under the VSMP Construction Permit are found in Section II D of the General Permit section of the VSMP Regulations (4VAC50-60-1170). While a SWPPP is an important component of the VSMP Construction Permit, it is only one of the many requirements that must be addressed in order to be in full compliance with the conditions of the permit.

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

1. Project Implementation Responsibilities

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

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

2. Certification Requirements

In addition to satisfying the personnel certification requirements contained herein, the Contractor shall certify his activities by completing, signing, and submitting Form C-45 VDOT SWPPP Contractor and Subcontractor Certification Statement to the Engineer at least 7 days prior to commencing any project related land-disturbing activities, both on-site and off-site.

3. SWPPP Requirements for Support Facilities

Where not included in the plans, the Contractor shall develop erosion and sediment control plan(s) and stormwater pollution prevention plan(s) for submission and acceptance by the Engineer prior to usage of any on-site or off-site support facilities including but not limited to, borrow and disposal areas, construction and waste material storage areas, equipment and vehicle storage and fueling areas, storage areas for fertilizers or chemicals, sanitary waste facilities and any other areas that may generate a stormwater or non-stormwater discharge directly related to the construction process. Such plans shall document the location and description of potential pollutant sources from these areas and shall include a description of the controls to reduce, prevent and control pollutants from these sources including spill

prevention and response. The Contractor shall submit such plans and documentation as specified herein to the Engineer and, upon review and approval, they shall immediately become a component of the project's SWPPP and VSMP Construction Permit (where applicable) and shall be subject to all conditions and requirements of the VSMP Construction Permit (where applicable) and all other contract documents.

4. Reporting Procedures

a. Inspection Requirements

The Contractor shall be responsible for conducting inspections in accordance with the requirements herein. The Contractor shall document such inspections by completion of Form C-107 (a) and (b), Construction Runoff Control Inspection Form and Continuation Sheet, in strict accordance with the directions contained within the form.

b. Unauthorized Discharge Requirements

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

(1) Notification of non-compliant discharges

The Contractor shall immediately notify the Engineer upon the discovery of or potential of any unauthorized, unusual, extraordinary, or non-compliant discharge from the land disturbing activity. Where immediate notification is not possible, such notification shall be not later than 24 hours after said discovery.

(2) Detailed report requirements for non-compliant discharges

The Contractor shall submit to the Engineer within 5 days of the discovery of any actual or potential non-compliant discharge a written report describing details of the discharge to include its volume, location, cause, and any apparent or potential effects on private and/or public properties and state waters or endangerment to public health, as well as steps being taken to eliminate the discharge. A completed Form C-107 (a) and (b) shall be included in such reports.

5. Changes, Deficiencies and Revisions

a. Changes and Deficiencies

The Contractor shall report to the Engineer when any planned physical alterations or additions are made to the land disturbing activity or deficiencies in the project plans or contract documents are discovered that could significantly change the nature or increase the quantity of the pollutants discharged from the land disturbing activity to surface waters.

b. Revisions to the SWPPP

Where site conditions, construction sequencing or scheduling necessitates revisions or modifications to the erosion and sediment control plan or any other component of the SWPPP for the land disturbing activity, such revisions or modifications shall be approved by the Engineer and shall be documented by the Contractor on a designated plan set (Record Set).

Such plans shall be maintained on the project site or at a location convenient to the project site where no on site facilities are available and shall be available for review upon request during normal business working hours.

Section 107.21—Size and Weight Limitations of the Specifications is amended to add the following:

- (d) **Construction Loading of Structures** - In the construction, reconstruction, widening, or repair of bridge, culvert, retaining wall and other similar type structures including approaches, the Contractor shall consider construction loads during the planning and prosecution of the work. If the loading capacity of these type structure(s) is not shown in the contract documents, the Contractor is responsible for contacting the office of the appropriate district bridge engineer to obtain the loading capacity information. Construction loads include but are not limited to the weight of cranes, trucks, other heavy construction or material delivery equipment, as well as the delivery or storage of materials placed on or adjacent to the structure or parts thereof during the various stages (phases) of the work in accordance with the Contractor's proposed work plan. The Contractor shall consider the effect(s) of construction loads on the loading capacity of these type structure(s) in his sequencing of the work and operations, including phase construction. At the Engineer's request the Contractor shall be prepared to discuss or review his proposed operations with the Engineer with regard to construction loads to demonstrate he has taken such into consideration in the planning and execution of the work.

SECTION 108—PROSECUTION AND PROGRESS OF WORK

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

The Contractor shall begin work on the Contract within 10 calendar days after the date selected by the Contractor as his Notice to Proceed date or within 10 calendar days after the specific Notice to Proceed date indicated in the Contract, unless otherwise altered or amended by specific language in the Contract or as permitted by the provisions of Section 105.01 or Section 108.02 of the Specifications.

Section 108.04—Determination and Extension of Contract Time Limit of the Specifications is amended to replace the second paragraph with the following:

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

Section 108.04(a) Fixed Date of the Specifications is amended to add the following after the first paragraph as currently written:

If the Contract identifies a contract-specific Notice to Proceed date and the Contract is not executed by that date, the Contractor will receive an extension of time equal to the number of days between the contract-specific Notice to Proceed date and the eventual date of contract execution. If the Notice to Proceed date is selected by the Contractor and after prior approval the Engineer directs the Contractor not to begin work on that date, the Contractor will receive an extension of time equal to the number of days between the Contractor's selected Notice to Proceed date and the eventual date the Engineer informs the Contractor that he may commence the work.

Section 108.07—Default of Contract of the Specifications is amended to replace condition (a) with the following:

- (a) fails to begin the work under the Contract within 10 calendar days after the Contractor's selected Notice to Proceed date, or within 10 calendar days after a contract specific Notice to Proceed date indicated in the Contract, except as otherwise permitted by specific contract language or the provisions of Section 105.01 or Section 108.02 of the Specifications.

SECTION 109—MEASUREMENT AND PAYMENT

Section 109.09—Payment For Material On Hand of the Specifications is replaced with the following:

When requested in writing by the Contractor, payment allowances may be made for material secured for use on the project. Such material payments will be for only those actual quantities identified in the contract, approved work orders, or otherwise **authorized and documented by the Engineer** as required to complete the project and shall be in accordance with the following terms and conditions:

- (a) **Structural Steel or Reinforcing Steel:** An allowance of 100 percent of the cost to the Contractor for structural steel or reinforcing steel materials secured for fabrication not to exceed 60 percent of the contract price may be made when such material is delivered to the fabricator and has been adequately identified for exclusive use on the project. **The provisions of this section for steel reinforcement will only apply where the quantity of steel reinforcement is identified as a separate and distinct bid item for payment.** An allowance of 100 percent of the cost to the Contractor for superstructure units and reinforcing steel, not to exceed 90 percent of the contract price, may be made when fabrication is complete. Prior to the granting of such allowances, the materials and fabricated units shall have been tested or certified and found acceptable to the Department and shall have been stored in accordance with the requirements specified herein. Allowances will be based on invoices, bills, or the estimated value as approved by the Engineer and will be subject to the retainage requirements of Section 109.08. **For the purposes of this section fabrication is defined as any manufacturing process such as bending, forming, welding, cutting or coating with paint or anti-corrosive materials which alters, converts, or changes raw material for its use in the permanent finished work.**
- (b) **Other Materials:** For aggregate, pipe, guardrail, signs and sign assemblies, and other nonperishable material, an allowance of 100 percent of the cost to the Contractor for materials, not to exceed 90 percent of the contract price, may be made when such material is delivered **to the project** and stockpiled or stored in accordance with the requirements specified herein. Prior to the granting of such allowances, the material shall have been tested and found acceptable to the Department. Allowances will be based on invoices, bills, or the estimated value of the material as approved by the Engineer and will be subject to the retainage provisions of Section 109.08.
- (c) **Excluded Items:** No allowance will be made for fuels, form lumber, falsework, temporary structures, or other work that will not become an integral part of the finished construction. **Additionally, no allowance will be made for perishable material such as cement, seed, plants, or fertilizer.**
- (d) **Storage:** Material for which payment allowance is requested shall be stored in an approved manner in areas where damage is not likely to occur. If any of the stored materials are lost or become damaged, the Contractor shall repair or replace them **at no additional cost to the Department. Repair or replacement of such material will not be considered the basis for any extension of contract time.** If payment allowance has been made prior to such damage or loss, the amount so allowed or a proportionate part thereof will be deducted from the next progress estimate payment and withheld until satisfactory repairs or replacement has been made.

When it is determined to be impractical to store materials within the limits of the project, the Engineer may approve storage on private property or, for structural units and reinforcing steel, on the manufacturer's or fabricator's yard. Requests for payment allowance for such **stored** material shall be accompanied by a release from the owner or tenant of such property or yard agreeing to permit the removal of the materials from the property without cost to the Commonwealth.

- (e) **Materials Inventory:** If the Contractor requests a payment allowance for properly stored material, he shall submit a certified and itemized inventory statement to the Engineer no earlier than five days and no later than two days prior to the progress estimate date. The statement shall be submitted on forms furnished by the Department and shall be accompanied by **supplier's or manufacturer's** invoices or other documents that will verify the material's cost. Following the initial submission, the Contractor shall submit to the Engineer a monthly-certified update of the itemized inventory statement within the same time frame. The updated inventory statement shall show additional materials received and stored with invoices or other documents and shall list materials removed from storage since the last certified inventory statement, with appropriate cost data reflecting the change in the inventory. If the Contractor fails to submit the monthly-certified update within the specified time frame, the Engineer will deduct the full amount of the previous statement from the progress estimate.

At the conclusion of the project, the cost of material remaining in storage for which payment allowance has been made will be deducted from the progress estimate.