

SU100006A Renewable On Call Contract Gen Prov.

**GUIDELINES – FOR RENEWABLE ON CALL PROJECTS ONLY.**

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

July 30, 2015a

**SECTION 101 – DEFINITIONS OF ABBREVIATIONS, ACRONYMS, AND TERMS**

**Section 101.02—Terms** of the Specifications is amended to include the following:

**Renewable Contract.** A contract that may be extended for additional terms.

**Task Order.** A work schedule or plan details depicting work to be performed at a designated route location defined by milepost-to-milepost or other physical description. Each Task Order will be issued with a Notice to Proceed specifying the Task Order value, work commencement date, the Task Order value, the Liquidated Damages and the completion date/days of the Task Order. The Task Order will include a description of the work to be performed with plan details or schedules, estimated quantities and site specific limitation of operations.

**Term.** The time limit and conditions of the Contract in force from the date of contract execution until the first of either the original contract completion date or the date on which the cumulative payments for completed and accepted work reaches the original Contract amount, and includes any authorized extensions thereto.

**SECTION 103 – AWARD AND EXECUTION OF CONTRACTS**

**Section 103.02 Award of Contract** is amended to include the following: **AND CONTRACT RENEWAL:**

The Department may extend the Contract in order for the Contractor to complete scheduled work or work underway. In addition, the Department may renew the Contract after the completion of the original contract “term” for two additional terms of one year each, provided the Department and Contractor are in agreement and the following conditions are met:

- 1.) the Contractor’s bonding agency provides written proof that it is in agreement with the Contract Renewal
- 2.) no new bid items are added as a condition of the renewal
- 3.) proof of insurance
- 4.) there are no increases in unit prices as a condition of the renewal

**SECTION 103.06(e) PROGRESS SCHEDULE** for Category M Project of the Specifications is as follows:

Work is detailed in task orders as released by the Department. All other requirements shall apply except as amended by this provision.

**Schedule of Operations** – The first and second sentences are replaced by the following:

The Contractor shall submit to the Engineer three (3) copies of the written Schedule of Operations at least seven (7) calendar days prior to beginning work on each Task Order. The Schedule of Operations shall represent the Contractor’s overall work plan to accomplish the Task Order in accordance with the requirements of the Contract.

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The first sentence of (b) is replaced by the following:

Indicate the general schedule of work to be completed each week in terms of major operations, routes, or segments of work for each Task Order released by the Department or in the absence of such delineation, as agreed to by the Contractor and the Engineer.

**Two Week Look-ahead (TWLA) Schedule of Operations** is amended to permit the submission of the detailed Two Week Look-ahead (TWLA) schedule in either .pdf or spreadsheet format. The TWLA shall indicate all current task orders, their start dates and anticipated construction completion dates. In addition, if applicable, the TWLA shall include any outstanding issues associated with each task order that may, for example, affect\impact operations schedule, completion dates, equipment, other stakeholders, etc. The Contractor shall submit the TWLA to the Engineer via email with copies to other stakeholders as mutually agreed upon.

## **SECTION 104 - SCOPE OF WORK**

**Section 104.01 Intent of Contract** of the Specifications is amended to replace the first sentence with the following:

The intent of this Contract is to provide for furnishing sufficient labor and equipment and maintaining adequate material on hand to respond to the Department's need for timely completion of the contract work by Task Order in one or more of the Department's Construction Districts in accordance with plans, sketches, Specifications and the provisions herein. Work on this Contract is to be performed, completed and accepted within the original time limit set forth in this Contract or until the cumulative amount of work reaches the original Contract amount, whichever occurs first.

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

Quantity changes in an On Call Contract shall not be construed as a *significant change*.

Budgetary constraints may be imposed by the Department at any time during the life of the Contract. The Contractor will be notified if the Engineer determines that the cost of completing the contract work will exceed available funding or budget as may be adjusted by the Department. Task Orders with work underway shall be completed or the work shall be suspended and the work site restored as directed by the Engineer. The Engineer will specify which previously issued Task Order(s) will be rescinded according to the Department's predetermined priorities.

If further analysis indicates that the cost of work underway will fall below the limits of the budgeted funds, the Engineer may issue additional Task Order(s) to be completed by the Contractor at contract unit prices.

## **SECTION 105 CONTROL OF WORK**

**Section 105.01 – Notice to Proceed** is amended to include the following:

Task Orders will be issued to the Contractor specifying the location, value, time limit, liquidated damages, and description of work or design plans of work to be performed. During the project, the Engineer will coordinate with the Contractor on anticipated Task Orders to assist inventory control.

**Section 105.03 (a) – Authority of the Engineer** is amended to include the following:

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

## **SECTION 108 – PROSECUTION AND PROGRESS OF WORK**

**Section 108.01—Prosecution of Work** is amended to include the following:

The Contractor shall be prepared to begin work on a Task Order on the date specified in the Notice to Proceed, unless otherwise approved by the Engineer.

If the Contractor opts to suspend work temporarily on a Task Order or portion thereof, the Contractor shall notify the Engineer at least 24 hours in advance of the time and date he plans to pull off the work site. The Contractor shall ensure the work site has been properly and safely secured to protect the traveling public in accordance with the provisions of the *Virginia Work Area Protection Manual*, the *MUTCD*, or specific language in the Contract prior to leaving the work site. Temporary suspension of the work does not relieve the Contractor of the obligation to complete the Task Order on or before the date specified in the Notice to Proceed nor will it delay Liquidated Damages assessment.

**Section 108.02—Limitation of Operations (a) General** of the Specifications is replaced with the following:

**(a) General**

No work requiring shop drawings, catalog cuts, pre-approval items, or materials certifications will be released until all applicable items have been reviewed by the Engineer.

The Contractor shall conduct the work in a manner and sequence that will ensure its expeditious completion with the least interference to traffic and shall have due regard for the location of detours and provisions for handling traffic. The Contractor shall not open any work to the prejudice or detriment of work already started. The Engineer may require the Contractor to finish a Task Order or portion thereof before work is started on any other Task Order or portion thereof.

Limitations specific to individual Task Order locations will be provided to the Contractor with the Task Order Notice to Proceed.

**Section 108.03 Progress Schedule General Requirements** is amended to include the following:

The Contractor shall submit and maintain Task Order Schedules of Operations in accordance with Section 103.06 (e) herein.

**Section 108.06(b) Liquidated Damages** of the Specifications is amended as follows:

The first paragraph is replaced with the following:

Liquidated Damages, representing the cost of administration, engineering, supervision, inspection and other expenses will be charged against the Contractor for each calendar day beyond the fixed time/days that a Task Order remains in an incomplete state. A daily Liquidated Damage amount will be calculated for each Task Order in accordance with Table I-1. Liquidated Damages will be assessed concurrently for each individual Task Order. Should multiple Task Orders remain incomplete; Liquidated Damages will be assessed on all incomplete Task Orders concurrently.

**Original Contract Amount in Dollars** in Table I-1 is replaced with **Task Order Value in Dollars**.

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

- (a) fails to begin the work under the Contract within 15 calendar days of issuance of a Task Order Notice to Proceed, except as otherwise permitted by specific contract language or the provisions of Section 105.01 or Section 108.02 of the Specifications or if the Contractor does not complete a Task Order within the notice to proceed time limit.

## **SECTION 109 – MEASUREMENT AND PAYMENT**

**Section 109.05(a) Work Orders** of the Specifications is amended to include the following:

If the Engineer determines that this Contract should be renewed for another term and the Contractor agrees to the renewal, a bilateral Work Order will be executed to authorize the work for an additional term.

**Section 109.09—Payment for Material on Hand** of the Specifications is replaced with the following:

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

## **SECTION 510 – RELOCATING OR MODIFYING EXISTING MISCELLANEOUS ITEMS**

**Section 510 – Relocating or Modifying Existing Miscellaneous Items** of the Specifications is amended to include the following:

When the contract specifies an "Install" item, the Contractor shall furnish all other materials necessary to complete the installation. All materials required to complete the installation and not covered by a separate contract item shall be considered incidental to installation and shall be included in the contract unit price for the "Install" item.

Equipment or materials furnished by VDOT to be installed by the Contractor shall be picked up by the Contractor at VDOT's Construction District office between the hours of 8:00 a.m. and 3:30 p.m. Monday through Friday. The Contractor shall notify the Department at least 24 hours prior to picking up equipment or materials.

Equipment or material to be returned to VDOT by the Contractor shall be delivered to the Construction Districts office between the hours of 8:00 a.m. and 3:30 p.m. Monday through Friday. The Contractor shall notify the Department at least 24 hours prior to delivering equipment.

Equipment supplied by a municipality to be installed by the Contractor shall be picked up at the storage facility within the municipality.

## **SECTION 512 - MAINTAINING TRAFFIC**

**Section 512.03 - Procedures** of the Specifications is amended to include the following:

The Contractor shall submit a Maintenance of Traffic Plan with quantities for each work zone (Task Order) and any planned lane or shoulder closures for review by the Engineer, prior to commencement of work. The maintenance of traffic plan shall be in accordance with the *Virginia Work Area Protection Manual* and the MUTCD.

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

**Section 512.04 Measurement and Payment – Construction Signs** is replaced with the following:

The Contractor shall furnish all Construction Signs. The cost thereof shall be included in the price bid for other appropriate items. All signs shall be in accordance with Section 512 of the Road and Bridge Specifications, *Virginia Work Area Protection Manual* and MUTCD.

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